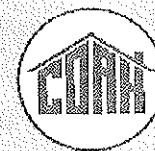




**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
COUNCIL ON AFFORDABLE HOUSING
PETITION APPLICATION**



This application is a guideline for creating a Housing Element and Fair Share Plan. A completed version of this application must be submitted as part of your petition for substantive certification to COAH. This application will be used by COAH staff to expedite review of your petition. This application can serve as your municipality's Fair Share Plan. A brief narrative component of the Fair Share Plan should be included with this application and can serve primarily to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would include a description of any waivers being requested.

This form reflects COAH's newly adopted procedural and substantive rules and the amendments to those rules adopted on September 22, 2008. Footnotes and links to some helpful data sources may be found at the end of each section. To use this document electronically, use the TAB KEY to navigate from field to field. Enter data or use the Right Mouse Button to check boxes.

MUNICIPALITY	Readington Township	COUNTY	Hunterdon County
COAH REGION	<u>3</u>	PLANNING AREA(S)	2, 3, 4, 4b, 5, 6, 8
SPECIAL RESOURCE AREA(S)	No		
PREPARER NAME	Kathleen Grady, PP, LEED AP	TITLE	Planning Consultant
EMAIL	<u>kgrady@cch.nj.com</u>	PHONE NO.	609-883-8383
ADDRESS	400 Sullivan Way, Trenton Nj 08628	FAX NO.	609-883-4044
MUNICIPAL HOUSING LIAISON	Dianne Clapp	TITLE	Housing Coordinator
EMAIL		PHONE NO.	908-534-0974
ADDRESS	<u>509 Route 523, Whitehouse Station, Nj 08889</u>	FAX NO.	908-534-0038

Enter the date(s) that COAH granted Substantive Certification or that the Court granted a Judgment of Compliance (JOC) on the Housing Element and Fair Share Plan.

History of Approvals

	<u>COAH</u>	<u>JOC</u>	<u>N/A</u>
First Round	<u>6/26/1989</u>	_____	<input type="checkbox"/>
Second Round	<u>5/7/1997</u>	_____	<input type="checkbox"/>
Extended Second Round	<u>5/11/2005</u>	_____	<input type="checkbox"/>

Does the Petition include any requests for a waiver from COAH Rules? ☐ Yes ☒ No
If Yes, Please note rule section from which waiver is sought and describe further in a narrative section: _____

FILING/PETITION DOCUMENTS (N.J.A.C. 5:96-2.2/3.2 & N.J.A.C. 5:97-2.3/3.2)

All of the following documents must be submitted in order for your petition to be considered complete. Some documents may be on file with COAH. Please denote by marking the appropriate box if a document is attached to the Housing Element and Fair Share Plan or if you are using a document on file with COAH from your previous third round submittal to support this petition. Shaded areas signify items that must be submitted anew.

Included	On File	Required Documentation/Information
<input checked="" type="checkbox"/>		Certified Planning Board Resolution adopting or amending the Housing Element & Fair Share Plan
<input checked="" type="checkbox"/>		Certified Governing Body Resolution endorsing an adopted Housing Element & Fair Share Plan and either (check appropriate box): <div style="display: flex; justify-content: space-between; padding: 5px;"> <input type="checkbox"/> Petitioning <input type="checkbox"/> Filing <input checked="" type="checkbox"/> Re-petitioning <input type="checkbox"/> Amending Certified Plan </div>
<input checked="" type="checkbox"/>		Service List (in the new format required by COAH)
<input checked="" type="checkbox"/>		Adopted Housing Element & Fair Share Plan narrative (including draft and/or adopted ordinances necessary to implement the Plan)
<input checked="" type="checkbox"/> <input type="checkbox"/> N/A		If applicable, Implementation Schedule(s) with detailed timetable for the creation of units and for the submittal of all information and documentation required by N.J.A.C. 5:97-3.2(a)4
<input type="checkbox"/> <input checked="" type="checkbox"/> N/A	<input type="checkbox"/>	If applicable, Litigation Docket No., OAL Docket No., Settlement Agreement and Judgment of Compliance or Court Master's Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Municipal Master Plan (most recently adopted; if less than three years old, the immediately preceding, adopted Master Plan)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal Zoning Ordinance (most recently adopted) ¹ Date of Last Amendment: <u>8/2008</u> Date of Submission to COAH: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal Tax Maps (most up-to-date, electronic if available) Date of Last Revision: <u>2008</u> Date of Submission to COAH: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other documentation pertaining to the review of the adopted Housing Element & Fair Share Plan(list): See housing element and fair share plan _____

FOR OFFICE USE ONLY

Date Received _____ Affidavit of Public Notice _____ Date Deemed _____
 Complete/Incomplete _____ Reviewer's Initials _____

¹ Pursuant to N.J.S.A. N.J.S.A. 52:27D-307, as amended by PL 2008 c.46, any residential development resulting from a zoning change made to a previously non-residentially-zoned property, where the change in zoning precedes or follows the application for residential development by no more than 24 months, shall require that a percentage be reserved for occupancy by low or moderate income households.

HOUSING ELEMENT

(N.J.A.C. 5:97-2 & N.J.S.A. 40:55D-1 et seq.)

The following issues and items must be addressed in the Housing Element for completeness review. Where applicable, provide the page number(s) on which each issue and/or item is addressed within the narrative Housing Element.

1. The plan includes an inventory of the municipality's housing stock by¹:

- ☒ Age;
- ☒ Condition;
- ☒ Purchase or rental value;
- ☒ Occupancy characteristics; and
- ☒ Housing type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated

☒ Yes, Page Number: 13-17 ☐ No (incomplete)

2. The plan provides an analysis of the municipality's demographic characteristics, including, but not necessarily limited to²:

- ☒ Population trends
- ☒ Household size and type
- ☒ Age characteristics
- ☒ Income level
- ☒ Employment status of **residents**

☒ Yes, Page Number: 18-22 ☐ No (incomplete)

3. The plan provides an analysis of existing and future employment characteristics of the **municipality**, including but not limited to³:

- ☒ Most recently available in-place employment by industry sectors and number of persons employed;
- ☒ Most recently available employment trends; and
- ☒ Employment outlook

☒ Yes, Page Number: 23 ☐ No (incomplete)

4. The plan includes a determination of the municipality's present and prospective fair share for low and moderate income housing and an analysis of how existing or proposed changes in zoning will provide adequate capacity to accommodate residential and non-residential growth projections.
AND

The analysis covers the following:

- ☒ The availability of existing and planned infrastructure;
- ☒ The anticipated demand for the types of uses permitted by zoning based on present and anticipated future demographic characteristics of the municipality;
- ☒ Anticipated land use patterns;
- ☒ Municipal economic development policies;
- ☒ Constraints on development including State and Federal regulations, land ownership patterns, presence of incompatible land uses or sites needing remediation and environmental constraints; and
- ☒ Existing or planned measures to address these constraints.

☒ Yes, Page Number: 24-25 ☐ No (incomplete)

5. The plan includes a consideration of lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

☒ Yes, Page Number: 26 ☐ No (incomplete)

6. The plan relies on household and employment projections for the municipality as provided in Appendix F of COAH's rules (if yes check the yes box below and check no in lines 6a-8).

☒ Yes, Page Number: 27 ☐ No (go to 6a)

- 6a. The Plan relies on higher household and employment projections for the municipality as permitted under N.J.A.C. 5:97-2.3(d) (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes (go to 7 and 8) ☒ No (go to 6b)

- 6b. The Plan relies on a request for a downward adjustment to household and employment projections for the municipality as provided in N.J.A.C. 5:97-5.6 (optional - see Fair Share Plan section starting on page 7 of this application).

☐ Yes, Page Number: _____ ☒ No

7. If the municipality anticipates higher household projections than provided by COAH in Appendix F, the plan projects the municipality's probable future construction of housing for fifteen years covering the period January 1, 2004 through December 31, 2018 using the following minimum information for residential development:

- ☐ Number of units for which certificates of occupancy were issued since January 1, 2004;
- ☐ Pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which includes certificates of occupancy issued; and
- ☐ The worksheet for determining a higher residential growth projection provided by COAH. (Worksheets are available at www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html)

☐ Yes, Page Number: _____

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

8. If the municipality anticipates higher employment projections than provided by COAH in Appendix F, the plan projects the probable future jobs based on the use groups outlined in Appendix D for fifteen years covering the period January 1, 2004 through December 31, 2018 for the municipality using the following minimum information for non-residential development:

- ☐ Square footage of new or expanded non-residential development authorized by certificates of occupancy issued since January 1, 2004;
- ☐ Square footage of pending, approved and anticipated applications for development;
- ☐ Historical trends, of at least the past 10 years, which shall include square footage authorized by certificates of occupancy issued;
- ☐ Demolition permits issued and projected for previously occupied non-residential space; and
- ☐ The worksheet for determining a higher non-residential growth projection provided by COAH.

☐ Yes, Page Number: _____

☐ No (incomplete)

☒ Not applicable (municipality accepts COAH's projections)

9. The plan addresses the municipality's :

- ☒ Rehabilitation share (from Appendix B);
- ☒ Prior round obligation (from Appendix C); and
- ☒ Projected growth share in accordance with the procedures in N.J.A.C. 5:97-2.4.

☒ Yes, Page Number: 29-50

☐ No (incomplete)

10. If applicable, the plan includes status of the municipality's application for plan endorsement from the State Planning Commission.

☐ Yes, Page Number: _____

☐ No (incomplete)

☒ Not Applicable

Petition date: _____

Endorsement date: _____

¹ Information available through the U.S. Census Bureau at

http://factfinder.census.gov/servlet/ACSSAFFHousing?_sse=on&_submenuId=housing_0

² Information available through the U.S. Census Bureau at <http://factfinder.census.gov/home/saff/main.html>.

³ Information available through the New Jersey Department of labor at

<http://www.wnjp.in.net/OneStopCareerCenter/LaborMarketInformation/lmi14/index.html>

FAIR SHARE PLAN (N.J.A.C. 5:97-3)

Please provide a summary of the Fair Share Plan by filling out all requested information. Enter N/A where the information requested does not apply to the municipality. A fully completed application may serve as the actual Fair Share Plan. A brief narrative should be attached to supplement the information included in the application form. Additionally, the narrative section of the Fair Share plan would fully describe, under a separate heading, any waivers that are being requested.

Determining the 1987-2018 Fair Share Obligation

The following tables will assist you in determining your overall 1987-2018 fair share obligation. For each cycle of the affordable housing need and rehabilitation share, please use the "need" column to enter the number of units addressed in the municipal petition. Where the municipality has received and/or is proposing any adjustments to its rehabilitation share, prior round and/or growth share obligation, use the footnotes providing rule references and follow the procedures for determining the municipal need and/or for calculating any adjustments applicable to the municipality. Enter the affordable housing need as provided by COAH or that results from the adjustment under the "Need" column.

Line		<u>Need</u>
1	<input type="radio"/> Rehabilitation Share (From N.J.A.C. 5:97 Appendix B) OR	<u>0</u>
2	<input type="radio"/> Optional Municipally Determined Rehabilitation Share (If a municipally determined rehabilitation share is being used, attach the survey results as an exhibit to this application and indicate that it is attached as Exhibit _____.)	<u> </u>
		<u>Need</u>
3	<input type="radio"/> Prior Round (1987-1999) Affordable Housing Obligation (From N.J.A.C. 5:97 Appendix C)	<u>394</u>
	<input type="radio"/> Prior Round Adjustments:	
	<input type="radio"/> 20% Cap Adjustment	<u>0</u>
	<input type="radio"/> 1000 Unit Cap Adjustment	<u>0</u>
4	Total Prior Round Adjustments	<u>0</u>
5	Adjusted Prior Round Obligation: (Number in Appendix C minus Total Prior Round Adjustment(s))	<u>394</u>
6	<input type="radio"/> Prior Round Vacant Land Adjustment (Unmet Need) Realistic Development Potential(RDP) ¹	<u> </u> <u> </u>

¹ RDP = Adjusted Prior Round Obligation minus Vacant Land Adjustment

Determining the Growth Share Obligation

All municipalities must complete the "COAH projections" table below. Only municipalities that anticipate higher projections or that are seeking a growth projection adjustment based on a demonstration that insufficient land capacity exists to accommodate COAH projections need complete the corresponding additional table. COAH has published three workbooks in Excel format to assist with preparing this analysis. All municipalities must complete Workbook A. Workbook B must be used when the municipality anticipates that its growth through 2018 is likely to exceed the growth through 2018 that has been projected by COAH and the municipality wants to plan accordingly. Workbook C must be used by municipalities seeking a downward adjustment to the COAH-generated growth projections based on an analysis of municipal land capacity. Workbooks may be found at the following web location:

www.nj.gov/dca/affiliates/coah/resources/gsworksheets.html.

The applicable workbook has been completed and is attach to this application as Exhibit A.

Line ○ ***Required 2004-2018 COAH Projections and Resulting Projected Growth Share***

Household Growth (From Appendix F)	<u>908</u>	Employment Growth (From Appendix F)	<u>159</u>
Household Growth After Exclusions (From Workbook A)	<u>0</u>	Employment Growth After Exclusions (From Workbook A)	<u>0</u>
Residential Obligation (From Workbook A)	<u>181.60</u>	Non-Residential Obligation (From Workbook A)	<u>10.00</u>
7 Total 2004-2018 Growth Share Obligation			<u>191.60</u>

○ ***Optional 2004-2018 Municipal Projections Resulting in Higher Projected Growth Share***

Household Growth After Exclusions (From Workbook B)	_____	Employment Growth After Exclusions (From Workbook B)	_____
Residential Obligation (From Workbook B)	_____	Non-Residential Obligation (From Workbook B)	_____
8 Total 2004-2018 Projected Growth Share Obligation			_____

○ ***Optional Municipal Adjustment to 2004-2018 Projections and Resulting Lower Projected Growth Share***

Household Growth After Exclusions (From Workbook C)	_____	Employment Growth After Exclusions (From Workbook C)	_____
Residential Obligation (From Workbook C)	_____	Non-Residential Obligation (From Workbook C)	_____
9 Total 2004-2018 Growth Share Obligation			_____

10 **Total Fair Share Obligation** (Line 1 or 2 + Line 5 or 6 + Line 7, 8 or 9) 586

Summary of Plan for Total 1987-2018 Fair Share Obligation

(For each mechanism, provide a description in the Fair Share Plan narrative. In the table below, specify the number of completed or proposed units associated with each mechanism.)

	<u>Completed</u>	<u>Proposed</u>	<u>Total</u>
Rehabilitation Share			<u>0</u>
<i>Less: Rehabilitation Credits</i>	<u>0</u>		<u>0</u>
Rehab Program(s)		<u>0</u>	<u>0</u>
Remaining Rehabilitation Share			<u>0</u>
Prior Round (1987-1999 New Construction) Obligation			<u>394</u>
<i>Less: Vacant Land Adjustment (If Applicable)</i>			
<i>(Enter unmet need as the adjustment amount. Unmet need = Prior round obligation minus RDP):</i>			
Unmet Need			_____
RDP			_____
Mechanisms addressing Prior Round	_____	_____	_____
Prior Cycle Credits (1980 to 1986)		<u>0</u>	<u>0</u>
Credits without Controls	<u>0</u>	<u>0</u>	<u>0</u>
Inclusionary Development/Redevelopment	<u>98</u>	<u>0</u>	<u>98</u>
100% Affordable Units	<u>61</u>	<u>0</u>	<u>61</u>
Accessory Apartments	<u>0</u>	<u>0</u>	<u>0</u>
Market-to-Affordable	<u>0</u>	<u>0</u>	<u>0</u>
Supportive & Special Needs	<u>21</u>	<u>0</u>	<u>21</u>
Assisted Living	<u>0</u>	<u>0</u>	<u>0</u>
RCA Units previously approved	<u>188</u>	<u>0</u>	<u>188</u>
Other-Echo	<u>4</u>	<u>0</u>	<u>4</u>
Prior Round Bonuses	<u>38</u>	<u>0</u>	<u>38</u>
Remaining Prior Round Obligation	<u>410</u>	<u>0</u>	<u>410</u>
Third Round Projected Growth Share Obligation			<u>192</u>
<i>Less: Mechanisms addressing Growth Share</i>			
Inclusionary Zoning	<u>16</u>	<u>12</u>	<u>28</u>
Redevelopment	<u>0</u>	<u>0</u>	<u>0</u>
100% Affordable Development	<u>0</u>	<u>84</u>	<u>84</u>
Accessory Apartments	<u>0</u>	<u>0</u>	<u>0</u>
Market-to-Affordable Units	<u>0</u>	<u>10</u>	<u>10</u>
Supportive & Special Need Units	<u>8</u>	<u>25</u>	<u>33</u>
Assisted Living: post-1986 Units	<u>0</u>	<u>0</u>	<u>0</u>
Other Credits – Extension of Expiring Controls	<u>0</u>	<u>10</u>	<u>10</u>
Compliance Bonuses	<u>0</u>	<u>0</u>	<u>0</u>
Smart Growth Bonuses	<u>0</u>	<u>0</u>	<u>0</u>
Redevelopment Bonuses	<u>0</u>	<u>0</u>	<u>0</u>
Rental Bonuses	<u>0</u>	<u>38</u>	<u>38</u>
Growth Share Total	<u>24</u>	<u>179</u>	<u>203</u>
Remaining (Obligation) or Surplus	<u>0</u>	<u>+11</u>	<u>+11</u>

PARAMETERS¹

<u>Prior Round 1987-1999</u>			
RCA Maximum	197	RCAs Included	188
Age-Restricted Maximum	52	Age-Restricted Units Included	64
Rental Minimum	99	Rental Units Included	114

*The senior affordable rentals were previously established with the appropriate affordability controls and certificates of occupancy. Pursuant to N.J.A.C. 5:97-4.1(c), COAH will honor previously granted credits for age restricted units.

<u>Growth Share 1999-2018</u>			
Age-Restricted Maximum	48	Age-Restricted Units Included	48
Rental Minimum	48	Rental Units Included	139
Family Minimum	83	Family Units Included	84
Very Low-Income Minimum ²	20	Very Low-Income Units Included	20

¹ Pursuant to the procedures in N.J.A.C. 5:97-3.10-3.12

² Pursuant to N.J.S.A. 52:27D-329.1, adopted on July 17, 2008, at least 13 percent of the housing units made available for occupancy by low-income and moderate income households must be reserved for occupancy by very low income households.

Summary of Built and Proposed Affordable Housing

Provide the information requested regarding the proposed program(s), project(s) and/or unit(s) in the Fair Share Plan. Use a separate line to specify any bonus associated with any program, project and/or unit in the Plan. As part of completeness review, all monitoring forms must be up-to-date (i.e. 2007 monitoring must have been submitted previously or included with this application) and all proposed options for addressing the affordable housing obligation must be accompanied by the applicable checklist(s) (found as appendices to this application). Enter whether a project is proposed or completed and attach the appropriate form or checklist for each mechanism as appendices to the plan. Please note that bonuses requested for the prior round must have been occupied after December 15, 1986 and after June 6, 1999 for the third round.

Please make sure that a corresponding mechanism checklist is submitted for each mechanism being employed to achieve compliance. Separate checklists for each mechanism are available on the COAH website at www.nj.gov/dca/affiliates/coah/resources/checklists.html.

Table 1. Projects and/or units addressing the Rehabilitation Share

Project/Program Name	Proposed (use Checklists) or Completed (use <u>Rehabilitation Unit Survey Form</u>)	Rental, Owner Occupied or Both	Checklist or Form Appendix Location ¹
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

¹ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit Rehabilitation Unit Survey Forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

Table 2. Programs, Projects and/or units addressing the Prior Round.

Project/Program Name	Mechanism or Bonus Type	Proposed (use checklists) or Completed (use Project/Unit Program Information Forms)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Number Addressing Rental Obligation)	Number Subject to Age- Restricted Cap	Checklist or Form Appendix Location ¹
1. Regional Contribution Agreement	<u>RCA</u>	<u>Completed</u>	<u>188</u>	<u>28</u>	<u>0</u>	<u>C T M</u>
2. Whitehouse Estates	<u>Inclusionary</u>	<u>Completed</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>C T M</u>
3. Lake Cushetunk Woods	<u>Inclusionary</u>	<u>Completed</u>	<u>84</u>	<u>0</u>	<u>0</u>	<u>C T M</u>
4. Allies Inc (block 95, lot 12.055)	<u>Alternative Living</u>	<u>Completed</u>	<u>3 BR</u>	<u>3</u>	<u>0</u>	<u>C T M</u>
5. Allies, Inc. (Block 95, Lot 12.347)	<u>Alternative Living</u>	<u>Completed</u>	<u>2 BR</u>	<u>2</u>	<u>0</u>	<u>C T M</u>
6. Anderson House (Block 42, Lot 8.02)	<u>Alternative Living</u>	<u>Completed</u>	<u>6 BR</u>	<u>6</u>	<u>0</u>	<u>C T M</u>
7. ARC Group Home (Block 95, Lot 12.271)	<u>Alternative Living</u>	<u>Completed</u>	<u>2 BR</u>	<u>2</u>	<u>0</u>	<u>C T M</u>
8. ARC Group Home (Block 95, Lot 12.285)	<u>Alternative Living</u>	<u>Completed</u>	<u>3 BR</u>	<u>3</u>	<u>0</u>	<u>C T M</u>
9. ARC Group Home (Block 95, Lot 12.211)	<u>Alternative Living</u>	<u>Completed</u>	<u>2 BR</u>	<u>2</u>	<u>0</u>	<u>C T M</u>
10. ARC Group Home (Block 95, Lot 12.371)	<u>Alternative Living</u>	<u>Completed</u>	<u>3 BR</u>	<u>3</u>	<u>0</u>	<u>C T M</u>
11. Calio House	<u>Municipally Sponsored ECHO</u>	<u>Completed</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>C T M</u>
12. ECHO	<u>Municipally Sponsored</u>	<u>Completed</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>C T M</u>
13. Mirota (Lutheran Social Ministries)	<u>Municipally Sponsored</u>	<u>Completed</u>	<u>60</u>	<u>60</u>	<u>60</u>	<u>C T M</u>
14. Allies Rental Bonuses	<u>Rental Bonus</u>	<u>Completed</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>N / A</u>
15. Anderson House Rental Bonus	<u>Rental Bonus</u>	<u>Completed</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>N / A</u>
Subtotal from any additional pages used			<u>0</u>			
Total units (proposed and completed)*				<u>372</u>		
Total rental				<u>114</u>		
Total age-restricted				<u>64</u>		
Total very-low				<u>21</u>		
Total bonuses				<u>11</u>		

Table 2. Programs, Projects and/or units addressing the Prior Round.

Project/Program Name	Mechanism or Bonus Type	Proposed (use checklists) or Completed (use Project/Unit Program Information Forms)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Number Addressing Rental Obligation)	Number Subject to Age- Restricted Cap	Checklist or Form Appendix Location ²
16. ARC Group Home Rental Bonus	<u>Rental Bonus</u>	<u>Completed</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>N / A</u>
17. Calio House Rental Bonus	<u>Rental Bonus</u>	<u>Completed</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>N / A</u>
18. Mirota (Lutheran Social Ministries)/Rental Bonus	<u>Rental Bonus</u>	<u>Completed</u>	<u>16</u>	<u>0</u>	<u>0</u>	<u>N / A</u>
Subtotal from any additional pages used				<u>383</u>		
Total units (proposed and completed)				<u>372</u>		
Total rental				<u>114</u>		
Total age-restricted				<u>64</u>		
Total very-low				<u>21</u>		
Total bonuses				<u>38</u>		
Total Credits (units and bonuses)				<u>410</u>		

Table 3. Programs, Projects and/or Units Addressing the Third Round.

Project Name	Mechanism or Bonus Type	Proposed (use checklist(s)) or Completed (use Project/Unit Program Information Form)	Units Addressing Obligation (Note with "BR" where Special Needs bedrooms apply)	Units Addressing Rental Obligation	Units Addressing Family Obligation	Units Subject to Age- restricted Cap	Checklist or Form Appendix Location ³
19. Prior Round Surplus from Lake Cushetunk Woods	Prior Round Surplus	Completed	1 6	0	1 6	0	C T M
20. Anderson House (proposed)	Special Needs	Proposed	7 BR	7	0	0	Checklist
21. Allies Group Homes	Special Needs	Proposed	14 BR	14	0	0	Checklist
22. Allies Group Home (Completed)	Special Needs	Completed	8 BR	8	0	0	Checklist
23. A R C Group Homes	Special Needs	Completed	4 BR	4	0	0	Checklist
24. Market to Affordable	Market to Affordable	Proposed	10	10	10	0	Checklist
25. Whitehouse Estates	Extension of Controls	Proposed	1 0	0	1 0	0	Checklist
26. "d" variance application	Inclusionary	Proposed	1 2	12	12	0	Checklist
27. Mirola Expansion	Municipally Sponsored	Proposed	4 8	48	0	48	Checklist
28. Cal-Lime Site	Municipally Sponsored	Proposed	4	4	4	0	Checklist
29. Future Municipal Sites	Municipally Sponsored	Proposed	3 2	32	32	0	Checklist
30. Special Needs Bonuses	Rental Bonuses	Proposed	4	0	0	0	N / A
31. Cal-Lime Site Bonuses	Rental Bonuses	Proposed	2	0	0	0	N / A
32. Future Sites Bonuses	Rental Bonuses	Proposed	3 2	0	0	0	N / A
Subtotal from any additional pages used		<u>0</u>	Total units (proposed and completed)			<u>165</u>	
Total family units		<u>84</u>	Total rental units			<u>139</u>	
Total age-restricted units		<u>48</u>	Total family rental units			<u>58</u>	
Total Supportive/Special Needs units		<u>33 BR</u>	Total very-low units			<u>20</u>	
Total Special Needs bedrooms		<u>33</u>	Total bonuses			<u>38</u>	
			Total Proposed Credits (units and bonuses)			<u>203</u>	
			Please add additional sheets as necessary.				

¹ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need to re-submit monitoring forms. If additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan relies only on completed units previously reported via 2007 monitoring, enter "on file" in this column.

² If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need for additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan was previously reported via 2007 monitoring, enter "on file" in this column.

³ If all completed units have already been reported to COAH as part of 2007 monitoring or subsequent CTM updates, there is no need for additional units have been completed subsequent to 2007 monitoring, the municipality may submit updated forms. If the plan was previously reported via 2007 monitoring, enter "on file" in this column.

Please answer the following questions necessary for completeness review regarding the municipality's draft and/or adopted implementing ordinances.

AFFORDABLE HOUSING TRUST FUND (N.J.A.C. 5:97-8)

1. Does the municipality have an affordable housing trust fund account? **(Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a fully executed escrow agreement will forfeit the ability to retain development fees.)**

☒ Yes, Bank Name Wachovia Bank _____

(Choose account type) ☒ Separate interest-bearing account

☐ State of New Jersey cash management fund

☐ No **(Skip to the Affordable Housing Ordinance section)**

2. Has an escrow agreement been executed? ☒ Yes ☐ No
(If no, petition is incomplete. Submit an executed escrow agreement.)

3. Is all trust fund monitoring up-to-date as of December 31, 2007? ☒ Yes ☐ No
(If no, petition is incomplete. Submit an updated trust fund monitoring report.)

DEVELOPMENT FEE ORDINANCES (N.J.A.C. 5:97-8.3)

1. Does the Fair Share Plan include a proposed or adopted development fee ordinance? **(Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a development fee ordinance will forfeit the ability to retain non-residential development fees)**

☒ Yes,

☐ Adopted **OR** ☒ Proposed

☐ No **Skip to the next category; Payments-in-Lieu**

2. If adopted, specify date of COAH/Court approval here: _____

- Have there been any amendments to the ordinance since COAH or the Court approved the ordinance?

☐ Yes, Ordinance Number. _____ Adopted on ¹ _____

☐ No **(Skip to the next category; Payments-in-Lieu)**

- If yes, is the amended ordinance included with your petition?

☐ Yes

☐ No, **(Petition is incomplete. Submit ordinance with governing body resolution requesting COAH approval of amended ordinance)**

3. Does the ordinance follow the ordinance model **updated September 2008** and available at www.nj.gov/dca/affiliates/coah/resources/planresources.html? If yes, skip to question 5.

☒ Yes ☐ No

4. If the answer to 3. above is no, indicate that the necessary items below are addressed before submitting the Development Fee ordinance to COAH:

Information and Documentation

The ordinance imposes a residential development fee of ____% and a Non-residential fee of 2.5 %

☐ A description of the types of developments that will be subject to fees per N.J.A.C. 5:97-8.3(c) and (d);

☐ A description of the types of developments that are exempted per N.J.A.C. 5:97-8.3(e)

☐ A description of the amount and nature of the fees imposed per N.J.A.C. 5:97-8.3(c) and (d)

☐ A description of collection procedures per N.J.A.C. 5:97-8.3(f)

☐ A description of development fee appeals per N.J.A.C. 5:97-8.3(g)

☐ A provision authorizing COAH to direct trust funds in case of non-compliance per N.J.A.C. 5:97-8.3(h)

☐ If part of a court settlement, submit court ordered judgment of compliance, implementation ordinances, information regarding period of time encompassed by the judgment of compliance and a request for review by the court

5. Does the ordinance include an affordability assistance provision per N.J.A.C. 5:97-8.8 (**Note: must be at least 30 percent of all development fees plus interest**)?

☒ Yes (Specify actual or anticipated amount) \$455,202

☐ No **Submit an amended ordinance with provisions for affordability assistance along with a governing body resolution requesting COAH approval of the amended ordinance.)**

■ If yes, what kind of assistance is offered?

Down-payment assistance, rental assistance, security deposit assistance, low interest loans, assistance with homeowners association or condominium fees and special assessments; and/or converting low income units to very low income units, etc.

■ Has an affordability assistance program manual been submitted? ☐ Yes ☒ No

¹ Any amendment to a previously approved and adopted development fee ordinance must be submitted to COAH along with a resolution requesting COAH's review and approval of the amendment prior to the adoption of said amendment by the municipality.

**PAYMENTS-IN-LIEU OF CONSTRUCTING AFFORDABLE UNITS ON
SITE (N.J.A.C. 5:97-8.4)**

1. Does the Fair Share Plan include an inclusionary zoning ordinance that provides for payments-in-lieu as an option to the on-site construction of affordable housing?
☐ Yes ☒ No (**Skip to the next category; Barrier Free Escrow**)
2. Does the plan identify an alternate site and/or project for the payment-in-lieu funds? (**Optional**)
☐ Yes (**attach applicable checklist**)
☐ No (identify possible mechanisms on which payment in lieu will be expended in narrative section of plan.)
3. Does the ordinance include minimum criteria to be met before the payments-in-lieu becomes an available option for developers? (**Optional**)
☐ Yes (indicate ordinance section) _____
☐ No

BARRIER FREE ESCROW/OTHER FUNDS (N.J.A.C. 5:97-8.5/8.6)

1. Has the municipality collected or does it anticipate collecting fees to adapt affordable unit entrances to be accessible in accordance with the Barrier Free Subcode, N.J.A.C. 5:23-7?
☐ Yes ☒ No
2. Does the municipality anticipate collecting any other funds for affordable housing activities?
☐ Yes (specify funding source and amount) _____
☒ No

SPENDING PLANS (N.J.A.C. 5:97-8.10)

1. Does the petition include a Spending Plan? **(Note: Pursuant to P.L. 2008 c.46, municipalities that do not submit a Spending Plan will forfeit the ability to retain development fees.)**
☒ Yes ☐ No
2. Does the Spending Plan follow the Spending Plan model **updated October 2008** and available at www.nj.gov/dca/affiliates/coah/resources/planresources.html? If yes, skip to next section - Affordable Housing Ordinance.
☒ Yes ☐ No
3. If the answer to 1. above is no, indicate that the necessary items below are addressed before submitting the spending plan to COAH:

Information and Documentation

- ☐ A projection of revenues anticipated from imposing fees on development, based on actual proposed and approved developments and historical development activity;
- ☐ A projection of revenues anticipated from other sources (specify source(s) and amount(s));
- ☐ A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- ☐ A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7;
- ☐ A schedule for the expenditure of all affordable housing trust funds;
- ☐ A schedule for the creation or rehabilitation of housing units;
- ☐ If the municipality envisions being responsible for public sector or non-profit construction of housing, a detailed pro-forma statement of the anticipated costs and revenues associated with the development, consistent with standards required by HMFA or the DCA Division of Housing in its review of funding applications;
- ☐ If the municipality maintains an existing affordable housing trust fund, a plan to spend the remaining balance as of the date of its third round petition within four years of the date of petition;
- ☐ The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan;
- ☐ A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation; and
- ☐ If not part of the petition, a resolution of the governing body requesting COAH review and approval of spending plan or an amendment to an approved spending plan.

AFFORDABLE HOUSING ORDINANCE (N.J.A.C. 5:80-26.1 *et seq.*)

1. Does the Fair Share Plan include an Affordable Housing Ordinance?
☒ Yes ☐ No
2. Does the ordinance follow the ordinance model available at www.nj.gov/dca/affiliates/coah/resources/planresources.html? ☐ Yes ☒ No
3. If the answer to 1. or 2. above is no, indicate that the required items below are addressed before submitting to COAH. If the required items are addressed in ordinances other than an Affordable Housing Ordinance, please explain in a narrative section of the Fair Share Plan.

Required Information and Documentation

- ☒ Affordability controls
- ☒ Bedroom distribution
- ☒ Low/moderate-income split and bedroom distribution
- ☒ Accessible townhouse units
- ☒ Sale and rental pricing
- ☒ Municipal Housing Liaison
- ☒ Administrative Agent
- ☒ Reference to the Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

AFFORDABLE HOUSING ADMINISTRATION (As Applicable)

Items that must be submitted with the petition:

- ☒ Governing body resolution designating a municipal housing liaison (COAH must approve) Previously submitted.

Items that must be submitted prior to COAH's grant of Substantive Certification:

- ☐ Operating manual for rehabilitation program
- ☐ Operating manual for affordability assistance
- ☐ Operating manual for an Accessory Apartment program
- ☐ Operating manual for a Market-to-Affordable program
- ☐ COAH approved administrative agent if municipal wide

Items that must be submitted prior to any time prior to marketing completed units:

- ☐ COAH approved administrative agent(s) is project specific
- ☐ Operating manual for sale units
- ☐ Operating manual for rental units
- ☐ Affirmative marketing plan or ordinance (N.J.A.C. 5:80-26.15)

CERTIFICATION

I, Kathleen Grady, have prepared this petition application for substantive certification on behalf of Readington Township. I certify that the information submitted in this petition is complete, true and accurate to the best of my knowledge. I understand that knowingly falsifying the information contained herein may result in the denial and/or revocation of the municipality's substantive certification.

Signature of Preparer (affix seal if applicable)

Date

Title

N.J.S.A. 2C:21-3, which applies to the certifications, declares it to be a disorderly person offense to knowingly make a false statement or give false information as part of a public record.

Narrative Section

See housing element and fair share plan for additional narrative.

11/2008-257

**Planning Board Resolution Adopting an Amendment
to the Housing Element and Fair Share Plan**

WHEREAS, the Planning Board of Readington Township, Hunterdon County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28 in November 2005 ; and

WHEREAS, the Governing Body endorsed the Housing Element and Fair Share Plan on November 28 2005; and

WHEREAS, the Governing Body petitioned the Council on Affordable Housing for substantive certification on December 13, 2005; and

WHEREAS, Readington Township has not yet received substantive certification from the Council on Affordable Housing; and

WHEREAS, the Planning Board has determined to amend the Housing Element and Fair Share Plan; and

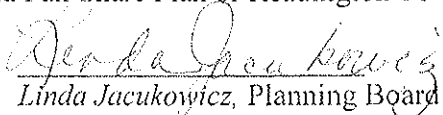
WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing(s) on the amended Housing Element and Fair Share Plan on November 24, 2008; and

WHEREAS, the Planning Board has determined that the amendment to the Housing Element and Fair Share Plan is consistent with the goals and objective of the Readington Township Master Plan and that adoption and implementation of the amendment to the Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Township of Readington, Hunterdon County, State of New Jersey, that the Planning Board hereby adopts the amended Housing Element and Fair Share Plan.


Chairman of the Planning Board

I hereby certify that this is a true copy of the resolution adopting the amended Housing Element and Fair Share Plan of Readington Township, Hunterdon County on November 24, 2008.


Linda Jacukowicz, Planning Board Secretary

RESOLUTION OF GOVERNING BODY OF INTENT TO BOND FOR SHORTFALL

WHEREAS, Readington Township, Hunterdon County, has re-petitioned the New Jersey Council on Affordable Housing (COAH) for substantive certification of its adopted Third Round housing element and fair share plan; and

WHEREAS, COAH has determined that Readington Township must allocate funds for the alternative living arrangements, the market to affordable program, extensions of controls and the municipally sponsored construction program; and

WHEREAS, Readington Township anticipates that funding will come from sources including the Township's affordable housing trust fund -- development fees and in-lieu growth share payments; and governmental sources such as Federal Low Income Housing Tax Credits, New Jersey Balanced Housing funds, Federal Home Loan Bank Board financing, HMFA bond financing, Hunterdon County Home funds, etc.; and

WHEREAS, in the event that the above funding sources prove inadequate to meet Readington Township's funding obligation, Readington Township shall provide sufficient funding to address any shortfalls.

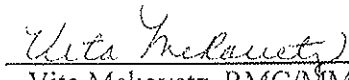
NOW THEREFORE BE IT RESOLVED by the governing body of Readington Township, Hunterdon County, State of New Jersey, that the governing body does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources.

CERTIFICATION

I, **VITA MEKOVETZ**, Clerk of the Township of Readington, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee on the 24th day of November, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 25th day of November, 2008.


Vita Mekovetz, RMC/MMC/QPA
Administrator/Township Clerk

A RESOLUTION CONCERNING THE TOWNSHIP OF READINGTON'S RE-PETITIONING FOR SUBSTANTIVE CERTIFICATION TO THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING WITH AN AMENDED HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, the Planning Board of the Township of Readington, State of New Jersey, adopted a new Housing Element and Fair Share Plan on November 24, 2008; and

WHEREAS, a true copy of the resolution of the Planning Board adopting the Housing Element and Fair Share Plan is attached hereto pursuant to *N.J.A.C. 5:95-2.2(a)2*.

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the Township of Readington, in the County of Hunterdon, State of New Jersey, hereby endorses the amended Housing Element and Fair Share Plan as adopted by the Township of Readington Planning Board; and

BE IT FURTHER RESOLVED that the Governing Body of the Township of Readington pursuant to the provisions of *N.J.S.A. 52:27D-301, et seq.* and *N.J.A.C. 5:95-3.2*, Township submits this re-petition for substantive certification of the amended Housing Element and Fair Share Plan to the Council on Affordable Housing for review and certification; and

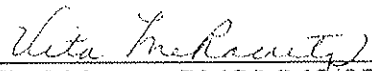
BE IT FURTHER RESOLVED that all objectors and owners of sites in the Housing Element and Fair Share Plan have received notice of the re-petition; and

BE IT FURTHER RESOLVED that notice of this re-petition for substantive certification shall be published in a newspaper of countywide circulation pursuant to *N.J.A.C. 5:95-3.5* within seven days of issuance of the notification letter from the Executive Director of the Council on Affordable Housing indicating that the submission is complete and that a copy of this Resolution, the adopted Housing Element and Fair Share Plan and all supporting documentation shall be made available for public inspection at the office of the Municipal Clerk in the Readington Township Municipal Building, 509 Route 523, Whitehouse Station, New Jersey, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, for a period of 45 days following the date of publication of the legal notice pursuant to *N.J.A.C. 5:95-3.5*.

CERTIFICATION

I, **VITA MEKOVETZ**, Clerk of the Township of Readington, County of Hunterdon, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee on the 24th day of November 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Township this 25th day of November, 2008.


Vita Mekovetz, RMC/MMC/QPA
Administrator/Township Clerk

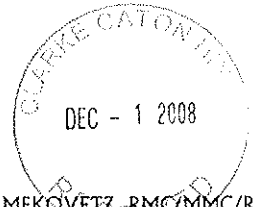
TOWNSHIP OF READINGTON

WHITEHOUSE STATION, NEW JERSEY 08889

MUNICIPAL BUILDING
509 ROUTE 523
WHITEHOUSE STATION, NJ 08889
PHONE: (908) 534-4051
FAX: (908) 534-5909



VITA MEKOVETZ, RMC/MMC/RPPO
ADMINISTRATOR/MUNICIPAL CLERK



November 25, 2008

Mary Beth Lonergan
Clarke Caton Hintz
400 Sullivan Way
Trenton, NJ 08628-3407

Ref: Resolutions

Dear Mary Beth:

In response to your request, enclosed please find the following resolutions:

- R-2008-131 A Resolution Concerning the Township of Readington's Re-petitioning for Substantive Certification to the New Jersey Council on Affordable Housing with an Amended Housing Element and Fair Share Plan
- R-2008-132 Resolution of Governing Body of Intent to Bond for Shortfall
- R-2008-257 Planning Board Resolution Adopting an Amendment to the Housing Element and Fair Share Plan

If I can be of further assistance, please don't hesitate to call.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Vita Mekovetz".

Vita Mekovetz, RMC/MMC/RPPO
Administrator/Municipal Clerk

VM:dm
Enclosure
vm\08coresp\COAH Resol

Readington Township, Hunterdon County
Draft Amended Development Fee Ordinance
November 24, 2008

1. Purpose

- a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.
- c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic requirements

- a) This ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
- b) Readington Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. Definitions

- a) The following terms, as used in this ordinance, shall have the following meanings:
 - i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary

- development, a municipal construction project or a 100 percent affordable development.
- ii. **“COAH”** or the **“Council”** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.
 - iii. **“Development fee”** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.
 - iv. **“Developer”** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
 - v. **“Equalized assessed value”** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).
 - vi. **“Green building strategies”** means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development fees

- a) Imposed fees
 - i. Within all zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5 percent of the equalized assessed value for residential development provided no increased density is permitted.
 - ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of 6 percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal one and a half percent of the

equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

- b) Eligible exactions, ineligible exactions and exemptions for residential development
 - i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
 - ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
 - iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
 - iv. Developers of residential structures demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

5. Non-residential Development fees

- a) Imposed fees
 - i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
 - ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5)

percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

- iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
- b) Eligible exactions, ineligible exactions and exemptions for non-residential development
- i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.
 - ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
 - iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
 - iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
 - v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Readington as a lien against the real property of the owner.

6. Collection procedures

- a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
- d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- g) Should Readington fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).
- h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- i) Appeal of development fees

- 1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by Readington Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
- 2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Readington. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing trust fund

- a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
 1. payments in lieu of on-site construction of affordable units;
 2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. rental income from municipally operated units;
 4. repayments from affordable housing program loans;
 5. recapture funds;
 6. proceeds from the sale of affordable units; and
 7. any other funds collected in connection with Readington's affordable housing program.
- c) Within seven days from the opening of the trust fund account, Readington Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

- d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

8 Use of funds

- a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the Readington's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- b) Funds shall not be expended to reimburse Readington Township for past housing activities.
- c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.
 - i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
 - ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
 - iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

- d) Readington Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

- a) Readington Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Readington's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

10. Ongoing collection of fees

- a) The ability for Readington Township to impose, collect and expend development fees shall expire with its substantive certification unless Readington has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Readington fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). Readington shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Readington Township retroactively impose a development fee on such a

development. Readington Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

DRAFT THIRD ROUND FAIR SHARE ORDINANCE

Readington Township, Hunterdon County

Initial Draft – November 24, 2008 – To be revised per the impending update of COAH's rules and the update to the UHAC

To be adopted within 45 days of the municipality's receipt of Substantive Certification

_____. Intent

This section of the Township Code sets forth regulations regarding the low and moderate income housing units in the Township consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing for the period beginning June 2, 2008 with amendments through October 20, 2008", N.J.A.C. 5:97 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq. and the Township's constitutional obligation to provide a fair share of affordable housing for low and moderate income households. In addition, this section applies requirements for very low income housing as established in P.L. 2008, c.46 (the Roberts bill). These regulations are also intended to provide assurances that low and moderate income units (the "affordable units") are created with controls on affordability over time and that low and moderate income people occupy these units. These regulations shall apply except where inconsistent with applicable law.

_____. Proportion of Low and Moderate Income Units by Sale, Rental and by Number of Bedrooms

Except for affordable housing developments constructed pursuant to low income tax credit regulations:

- (1) At least half of the "for sale" affordable units within each affordable housing development shall be affordable to low income households.
- (2) At least half of the "rental" affordable units within each affordable housing development shall be affordable to low income households. Of the total number of affordable rental units, 13% shall be affordable to very low income households.
- (3) At least half of the affordable units in each bedroom distribution within each affordable housing development shall be affordable to low income households.

_____. Bedroom Distribution of Affordable Units

- (1) Affordable housing developments which are not limited to age-restricted households shall be structured in conjunction with realistic market demands so that:

- (a) The combination of efficiency and one-bedroom units is no greater than 20 percent of the total number of affordable units;
 - (b) At least 30 percent of all affordable units shall be two-bedroom units.
 - (c) At least 20 percent of all affordable units shall be three-bedroom units.
- (2) Affordable housing developments that are limited to age-restricted households shall at a minimum have a total number of bedrooms equal to the number of age-restricted affordable units within the affordable housing development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.

_____. Establishment of Rents and Prices of Units as Related to Household Size and Number of Units

- (1) In conjunction with realistic market information the following shall be used to determine maximum rents and sales prices of the affordable units:
 - (a) Efficiency units shall be affordable to one-person households.
 - (b) A one-bedroom unit shall be affordable to a one- and one-half person household.
 - (c) A two-bedroom unit shall be affordable to a three-person household.
 - (d) A three-bedroom unit shall be affordable to a four- and one-half person household.
 - (e) A four-bedroom unit shall be affordable to a six-person household.
- (2) For assisted living facilities the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household.
 - (b) A one-bedroom unit shall be affordable to a one- and one-half person household.
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two, one-person households.
- (3) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
 - (a) provide an occupant for each unit bedroom;
 - (b) provide children of different sex with separate bedrooms; and
 - (c) prevent more than two persons from occupying a single bedroom.

_____. **Establishing Median Income by Household Size**

- (1) Median income by household size shall be established using a regional weighted average of the uncapped Section 8 income limits published by HUD computed as set forth in N.J.A.C. 5:97-9.2.

_____. **Establishing Average Rents of Affordable Units**

- (1) The maximum rent of affordable units within each affordable housing development shall be affordable to households earning no more than 60 percent of median income. The average rent for low and moderate income units shall be affordable to households earning no more than 52 percent of median income. Restricted rental units shall establish at least one rent for each bedroom type for all low and moderate income units provided at least 13 percent of all low and moderate income units are affordable to households earning no more than 30 percent of median income. For low-income rental units established in a Market to Affordable Rental Program only – the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income.
- (2) Low and moderate income units shall utilize the same heating source as market units within an inclusionary development.
- (3) Gross rents including an allowance for utilities shall be established for the various size affordable units at a rate not to exceed 30 percent of the gross monthly income of the appropriate household size as set forth in subsection _____ above. The allowance for utilities shall be consistent with the utility allowance approved by NJDCA for use in its Section 8 Program.
- (4) No affordable rental units included in the COAH requirement shall be subject to a rent control ordinance which may be adopted or in place in the Township of Readington during the time period in which affordable housing COAH controls are effective.

_____. **Establishing Average Sales Prices of Affordable Units**

- (1) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. Moderate income ownership units must be available for at least three different prices for each bedroom type and low income ownership units must be available for at least two different prices for each bedroom type. For low-income sale units established in a Market to Affordable Sales Program only – the maximum sales for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

- (2) Low and moderate income units shall utilize the same heating source as market units within an inclusionary development.
- (3) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of an appropriate household size as determined under N.J.A.C. 5:80-26.4; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3.

_____. **Affordable Housing Units: Condominium or Homeowners Association Fees.**

- (1) If an affordable housing unit is part of a condominium association or homeowner's association, the Master Deed shall reflect that the assessed affordable homeowner's fee be established at one hundred percent of the market rate fee. This percentage assessment shall be recorded in the Master Deed.

_____. **Reservation of Units**

- (1) Low income housing units shall be reserved for households with a gross household income equal to or less than 50 percent of the median income approved by COAH.
- (2) *Pending release of COAH's rules implementing P.L. 2008, c.46..* Very low income housing units shall be reserved for households with a gross household income equal to or less than 35 percent of the median income approved by COAH.
- (2) Moderate income housing units shall be reserved for households with a gross household income in excess of 50 percent but less than 80 percent of the median income approved by COAH.

_____. **Reoccupancy Certificates**

- (1) Upon resale of an affordable unit, a certificate of continuing occupancy shall be required in accordance with N.J.A.C. 5:80-26.10

_____. **Phasing Of Construction**

- (1) Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in one stage or in two or more stages:

<u>Minimum Percentage of Low & Moderate Income Units Completed</u>	<u>Percentage of Market Housing Units Completed</u>
0	25
10	25 + 1 unit
50	50
75	75
100	90

_____. **Control Period for Affordable Housing**

- (1) Any conveyance of a newly constructed low or moderate income sales unit shall contain the restrictive covenants and liens that are set forth in N.J.A.C. 5:80-26 et seq.

_____. **Administration of Affordable Housing Program**

- (1) Readington Township is ultimately responsible for administering the affordable housing program, including affordability controls and the Affirmative Marketing Plan in accordance with the regulations of COAH pursuant to N.J.A.C. 5:97 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq.
- (2) Readington Township has delegated to the Municipal Housing Liaison, this responsibility for administering the affordable housing program, including administering and enforcing the affordability controls and the Affirmative Marketing Plan of Readington Township in accordance with the provisions of this sub-chapter, the regulations of COAH pursuant to N.J.A.C. 5:96 and 5:97 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq. Readington Township shall by resolution appoint the Housing Officer as the Municipal Housing Liaison.
- (3) Subject to COAH or Superior Court approval, Readington Township may contract with one or more administrative agents to administer some or all of the affordability controls and/or the Affirmative Marketing Plan in accordance with this sub-chapter, the regulations of COAH pursuant to N.J.A.C. 5:97 and 5:96 et seq. and the UHAC pursuant to N.J.A.C. 5:80-26 et seq. If Readington Township enters into such a contract, the Municipal Housing Liaison shall supervise the contracting administrative agent(s) and shall serve as liaison to the contracting administrative agent(s).

- (4) The Township of Readington intends to contract with an experienced affordable housing administrator to be the administrator of the sale and rental of all new affordable housing. The experienced affordable housing administrator will also oversee and administer income qualification of low and moderate income households; place income eligible households in low and moderate income units upon initial occupancy; place income eligible households in low and moderate income units as they become available during the period of affordability controls and enforce the terms of the required deed restrictions and mortgage loans. The experienced affordable housing administrator will specifically administer and implement:
- (a) An administrative plan and program, and related monitoring and reporting requirements as outlined in N.J.A.C. 5:80-26.15 et seq. and Chapter _____ of the Land Development Ordinances of the Township of Readington.
 - (b) A plan for certifying and verifying the income of low and moderate income households as per N.J.A.C. 5:80-26.16
 - (c) Procedures to assure that low and moderate income units are initially sold or rented to eligible households and are thereafter similarly re-sold and re-rented during the period while there are affordability controls as per N.J.A.C. 5:80-26 et seq.
 - (d) The requirement that all newly constructed low and moderate income sales or rental units contain deed restrictions with appropriate mortgage liens as set forth in Appendices in N.J.A.C. 5:80-26 et seq.
 - (e) The several sales/purchase options authorized under N.J.A.C. 5:80-26 et seq. except that the Township retains the right to determine by resolution whether or not to prohibit, as authorized under N.J.A.C. 5:80-26 et seq., the exercise of the repayment option.
 - (f) The regulations determining 1) whether installed capital improvements will authorize an increase in the maximum sales price; and 2) which items of property may be included in the sales price as per N.J.A.C. 5:80-26.9.
- (5) The developers/owners of any inclusionary site shall be responsible for the experienced affordable housing administrator's administrative fee, affirmative marketing and advertising and such shall be a condition of Planning or Zoning Board approval. Subsequent to the initial sale of an affordable sale unit, the seller of an affordable sale unit shall be responsible for the experienced affordable housing administrator's administrative fee, affirmative marketing and advertising and such shall be a condition of any affordable housing deed restriction governing the affordable unit.

- (6) Readington Township reserves the right to replace the experienced affordable housing administrator with another municipal authority or other agency authorized by COAH or the Superior Court to carry out the administrative processes outlined above.

_____. Time Period For Controls

- (1) Newly constructed low and moderate income "rental" units shall remain affordable to low and moderate income households for a period of 30 years.
- (2) Newly constructed low and moderate income "for sale" units shall remain affordable to low and moderate income households for a period of 30 years.
- (3) Rehabilitated owner-occupied single family housing units that are improved to code standard shall be subject to affordability controls for 10 years.
- (4) Rehabilitated renter-occupied housing units that are improved to code standard shall be subject to affordability controls for at least 10 years.
- (5) Housing units created through conversion of a non-residential structure shall be considered a new housing unit and shall be subject to affordability controls for new housing units as designated in items 1 and 2 above.
- (6) Affordability controls on accessory apartments shall be for a period of 10 years.
- (7) Affordability controls for units in alternative living arrangements shall be for a period of 30 years.
- (8) Affordability controls on market to affordable units shall be for a period of 30 years.

_____. Selection of Occupants of Affordable Units

- (1) The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.
- (2) A waiting list of all eligible candidates will be maintained in accordance with the provisions contained in N.J.A.C. 5:80-26 et seq.

_____. Affirmative Marketing Plan

- (1) In accordance with the regulations of COAH pursuant to N.J.A.C. 5:96 and 5:97 et seq. and the New Jersey UHAC pursuant to N.J.A.C. 5:80-26 et seq., Readington Township adopted an Affirmative Marketing Plan.

- (2) All affordable housing units shall be marketed in accordance with the provisions therein.
- (3) The Township of Readington has a Third Round Growth Share obligation. This subsection shall apply to all developments that contain proposed low and moderate income units and any future developments that may occur.
- (4) In implementing the marketing program, the administrative agent shall undertake all of the following strategies:
 - Publication of one advertisement in a newspaper of general circulation within the housing region.
 - Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region
 - At least one additional regional marketing strategy using one of the other sources listed below.
- (5) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the period of deed restriction. The Township of Readington is in the housing region consisting of Hunterdon, Middlesex and Somerset counties. The affirmative marketing program is a continuing program and shall meet the following requirements:
 - (a) All newspaper articles, announcements and requests for applications for low and moderate income units shall appear in the following daily regional newspaper/publications: The Hunterdon Democrat
 - (b) The primary marketing shall take the form of at least one press release sent to the above publication and a paid display advertisement in the above newspaper. Additional advertising and publicity shall be on an "as needed" basis. The advertisement shall include a description of the:
 - i. Location of the units;
 - ii. Direction to the units;
 - iii. Range of prices for the units;
 - iv. Size, as measured in bedrooms, of units;
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application;and

- viii. Application fees, if any.
- (c) All newspaper articles, announcements and requests for applications for low and moderate income housing shall appear in the following neighborhood oriented weekly newspaper within the region: none
- (d) The following regional cable television station shall be used: Educational Access Channel TV
- (e) The following is the location of applications, brochure(s), sign(s) and/or poster(s) used as part of the affirmative marketing program:
- i. Readington Municipal Building
 - ii. Readington Public Library
 - iii. Readington Township Website
- (f) The following is a listing of community contact person(s) and/or organizations(s) in Hunterdon, Middlesex and Somerset counties that will aid in the affirmative marketing program with particular emphasis on contracts that will reach out to groups that are least likely to apply for housing within the region:
- i. Somerset County Coalition on Affordable Housing
 - ii. Arlyne DeSena, South Brunswick Township, Middlesex County Affordable Housing Department
 - iii. Habitat for Humanity
- (g) Quarterly flyers and applications.
- i. Quarterly flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:

Hunterdon County Board of Realtors
Middlesex County Board of Realtors
Somerset County Board of Realtors
 - ii. Applications shall be mailed to prospective applicants upon request.
 - iii. Additionally, quarterly informational circulars and applications shall be sent to the chief administrative employees of each of the following agencies in the counties of Hunterdon, Middlesex and Somerset:

Welfare or Social Service Board
Rental Assistance Office (local office of DCA)
Office on Aging
Housing Agency or Authority

Library
Area Community Action Agencies

- (h) A random selection method to select occupants of low and moderate income housing will be used by the experienced affordable housing administrator in conformance with N.J.A.C.5:80-26.16 (l).
 - i. An experienced affordable housing administrator will be selected to administer the program. The experienced affordable housing administrator has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units which income qualified households; to continue to qualify households, for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26. The Housing Officer within the Township of Readington is the designated municipal housing liaison to act as liaison to the experienced affordable housing administrator. The experienced affordable housing administrator shall provide counseling services to low and moderate income applicants on subject such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law.
 - ii. All developers of low and moderate income housing units shall be required to assist in the marketing of the affordable units in their respective developments.
 - iii. The marketing program shall commence at least 120 days before the issuance of either temporary or permanent certificates of occupancy. The marketing program shall continue until all low income housing units are initially occupied and for as long as affordable units are deed restricted and occupancy or reoccupancy of units continues to be necessary.
 - iv. The experienced affordable housing administrator will comply with monitoring and reporting requirements as per N.J.A.C.5:80-26.

___ Adaptable and Accessible Units (per N.J.A.C. 5:97-3.14)

- (1) The first floor of all townhouse dwelling units and of all other multistory dwelling units which are affordable to low or moderate households shall be subject to the technical design standards of the Barrier Free Subcode (N.J.A.C. 5:23-7).

- (2) Each affordable townhouse unit or other affordable multistory dwelling unit that is attached to at least one other dwelling unit shall have the following features:
- i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - ii. An accessible route of travel;
 - (a) An interior accessible route of travel shall not be required between stories.
 - iv. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - v. Accessible entranceways.
 - (a) The developer shall provide an accessible entranceway as set forth at N.J.A.C. 5:97-3.14 for each affordable townhouse unit or other affordable multistory dwelling unit and is attached to at least one other dwelling unit; or
 - (b) The developer shall provide funds sufficient to make 10% of the adaptable entrances in the development accessible as set forth at N.J.A.C. 5:97-3.14.
 - vi. The developer of the project shall submit a conversion plan indicating the steps necessary to convert the unit from being adaptable to accessible. Said plan shall be submitted at the time of issuance of a building permit.
 - vii. Where the developer will provide funds sufficient to make 10% of the adaptable entrances in the development accessible, the developer of the project shall submit the following to the Township, at the time of issuance of the building permit, in order to determine the required funds:
 - (a) Funds sufficient to make 10% of the adaptable entrances in the development accessible; and
 - (b) A cost estimate for conversion of 10% of the adaptable entrances in the development to accessible.
 - viii. In the case of an affordable unit or units which are constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed by the Township.

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Middlesex

Project or Program Name: Anderson House

Date facility will be constructed or placed into service: 2011

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 7 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: _____ Age-restricted affordable units: _____

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0.25

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: _____

Information and Documentation Required with Petition or in Accordance with an

Implementation Schedule

Is the municipality providing an implementation schedule for this project/program.

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.
- ☒ No. Continue with this checklist.

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☒ Name and address of owner
- ☒ Name and address of developer
- ☒ Subject property street location
- ☒ Subject property block(s) and lot(s)
- ☒ Subject property total acreage (4.22 acres)
- ☒ Indicate if urban center or workforce housing census tract (not an urban center or workforce housing census tract).
- ☐ Description of previous zoning
- ☒ Current zoning and date current zoning was adopted -- RR Rural Residential zone
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including: (N/A. Replacing existing structure.)

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: (N/A. Replacing existing structure)

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district

- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project
- ☒ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☒ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Acquisition			
RFP Process			

Developer Selection			
Executed Agreement with provider, sponsor or developer			
Development Approvals			
Contractor Selection			
Building Permits			
Construction			
Occupancy			

Supportive/Special Needs Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____

County: Hunterdon_____

Project or Program Name: Anderson House Group Home_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

11/24/08_____

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 535 Route 523 _____

Project Block/Lot/Qualifier (list all) Block 25, Lot 44 _____

Project Acreage: 4.22 _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Anderson House _____

Project Developer name: Anderson House _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Anderson House _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For **Approved** Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Hunterdon County

Project or Program Name: ARC Group Homes

Date facility will be constructed or placed into service: 2008

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 4 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: _____ Age-restricted affordable units: _____

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: _____

Information and Documentation Required with Petition or in Accordance with an

Implementation Schedule

Is the municipality providing an implementation schedule for this project/program.

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.
- ☒ No. Continue with this checklist.

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☒ Name and address of owner
- ☒ Name and address of developer
- ☒ Subject property street location (405 Ferncrest and 185 Milkweed Court)
- ☒ Subject property block(s) and lot(s) (Block 95, Lot 12.405, Block 95, Lot 12.185)
- ☐ Subject property total acreage
- ☒ Indicate if urban center or workforce housing census tract – urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including: -(N/A. Site built.)

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: -(N/A. Site built.)

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district

- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project **-(N/A. Site built.)**
- ☐ RFP or Developer's Agreement **-(N/A. Site built.)**
- ☐ Construction schedule and timetable for each step in the development process **-(N/A. Site built.)**
- ☐ Documentation of funding sources **-(N/A. Site built.)**
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall-**(N/A. Site built.)**

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Acquisition			
RFP Process			

Developer Selection			
Executed Agreement with provider, sponsor or developer			
Development Approvals			
Contractor Selection			
Building Permits			
Construction			
Occupancy			

Supportive/Special Needs Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: ARC of Hunterdon_____

Project or Program Name: ARC Group Home – Milkweed Court_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

2008_____

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 185 Milkweed Court _____

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.185 _____

Project Acreage: _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: ARC of Hunterdon _____

Project Developer name: ARC of Hunterdon _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 -- 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Arc of Hunterdon _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: ARC of Hunterdon_____

Project or Program Name: ARC Group Home – Ferncrest Court_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

2008_____

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 405 Ferncrest Court _____

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.405 _____

Project Acreage: _____ Density: _____ Set Aside: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: ARC of Hunterdon _____

Project Developer name: ARC of Hunterdon _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Arc of Hunterdon _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Middlesex

Project or Program Name: Allies, Inc.

Date facility will be constructed or placed into service: Completed

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 8 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: _____ Age-restricted affordable units: _____

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: _____

Information and Documentation Required with Petition or in Accordance with an Implementation Schedule

Is the municipality providing an implementation schedule for this project/program.

- ☐ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the
implementations schedule.
- ☒ No. Continue with this checklist.

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☒ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☒ Name and address of owner
- ☒ Name and address of developer
- ☒ Subject property street location – (see narrative of checklist)
- ☒ Subject property block(s) and lot(s) (see narrative of checklist)
- ☐ Subject property total acreage
- ☒ Indicate if urban center or workforce housing census tract – Not an urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☒ Current zoning and date current zoning was adopted - PND
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including: -N/A. Units built.

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints: N/A. Units built.

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district

- ☐ Contaminated site(s); proposed or designated brownfield site
- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project **N/A. Units built.**
- ☐ RFP or Developer's Agreement **N/A. Units built.**
- ☐ Construction schedule and timetable for each step in the development process **N/A. Units built.**
- ☐ Documentation of funding sources **N/A. Units built.**
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall **N/A. Units built.**

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Acquisition			
RFP Process			

Developer Selection			
Executed Agreement with provider, sponsor or developer			
Development Approvals			
Contractor Selection			
Building Permits			
Construction			
Occupancy			

Supportive/Special Needs Narrative Section

203 Milkweed Court (Block 95, Lot 12.203); 62 Junco Court (Block 95, Lot 12.062); Block 296 Kingbird Court (Block 95, Lot 12.296); 246 Nuthatch Court (Block 95, Lot 12.246). For additional see housing element and fair share plan.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township _____ County: Hunterdon _____

Project or Program Name: Allies – 62 Junco Court _____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned _____

Preliminary Approval _____

Final Approval _____

Affordable Units under Construction _____

Completed (all affordable certificates of occupancy (C.O.) issued) _____

4/17/07 _____

Deleted from Plan
(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 62 Junco Court _____

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.062 _____

Project Acreage: _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Allies, Inc. _____

Project Developer name: Allies, Inc. _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Allies, Inc. _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon_____

Project or Program Name: Allies -- 203 Milkweed Court_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

4/13/07_____

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 203 Milkweed Court

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.203

Project Acreage: **Density:** **Set Aside:**

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Allies, Inc.

Project Developer name: Allies, Inc.

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver

Number of market units proposed 0 **Number of market units completed** 0

Number of market units with certificates of occupancy issued after 1/1/2004 0

Number of affordable units under construction 0

Condo Fee percentage (if applicable)

Affordability Average Percentage ¹

¹ “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Allies, Inc. _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon_____

Project or Program Name: Allies – 246 Nuthatch Court_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

5/20/07_____

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 246 Nuthatch Court _____

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.246 _____

Project Acreage: _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Allies, Inc. _____

Project Developer name: Allies, Inc. _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____**Municipal or RCA funds expended** _____**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202

HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family

UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees

Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding

Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP

DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____**Length of Affordability Controls** (in years) 30 _____ or Perpetual**Administrative Agent** Allies, Inc. _____**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____

County: Hunterdon_____

Project or Program Name: Allies – 296 Kingbird Court_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

4/23/07_____

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 296 Kingbird Court _____

Project Block/Lot/Qualifier (list all) Block 95, Lot 12.296 _____

Project Acreage: _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Allies, Inc. _____

Project Developer name: Allies, Inc. _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent Allies, Inc. _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted _____ Sales _____ Rentals _____ Total age-restricted _____ Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

BALLARD & DRAGAN
ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 202/31
FLEMINGTON, NEW JERSEY 08822

Robert A. Ballard, Jr.*
Sharon A. Dragan^o

Telephone (908) 806-3171
Fax (908) 806-7402

April 5, 2007

Vita Mekovetz, Twp. Administrator/Clerk
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889

Re: Readington Twp. - Allies, Inc. - Affordable Housing Contribution Agreement

Dear Vita:

Enclosed for your files, please find copies of additional information which I received from Allies, Inc. in the above matter:

- 1) Copies of multiple listing agreements for 203 Milkweed Court and 296 Kingbird Court; and
- 2) Copy of contract and multiple listing agreement for 246 Nuthatch Court.

The following summarizes the properties being purchased by Allies, Inc. for contribution purposes:

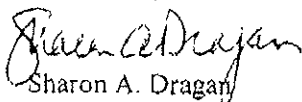
Address	Number of Bedrooms	Closing Date
1) 203 Milkweed Court	2	4-13-07
2) 62 Junco Court	2	4-17-07
3) 296 Kingbird Court	2	4-23-07
4) 246 Nuthatch Court	2	5-20-07

Please let me know when the 20-day appeal period will expire on the bond ordinance adopted regarding the above.

By copy of this letter, I am also advising Mary Beth Loneragan of the above so that she can coordinate the deed restrictions that need to be placed on the units.

Thank you,

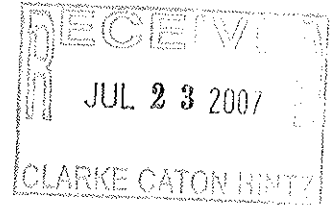
Very truly yours,


Sharon A. Dragan

Via fax (w/o encls) and mail (w/encls.)

cc: Mary Beth Loneragan, Twp. Planner, w/o encls., via fax

BALLARD & DRAGAN
ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 262/31
FLEMINGTON, NEW JERSEY 08822



Robert A. Ballard, Jr.*
Sharon A. Dragan²

Telephone (908) 806-3171
Fax (908) 806-7402

July 20, 2007

Vita Mekovetz, Twp. Administrator/Clerk
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889

Re: READINGTON TWP. - ALLIES, INC. - Hunter's Crossing (COAH Agreements)

Dear Vita:

Enclosed please find the following original recorded document received back from the Hunterdon County Clerk's Office in the above matter:

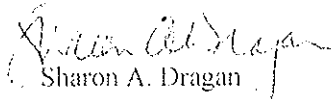
1) Deed of Easement and Restrictive Covenant with Affordable Housing Agreement for 296 Kingbird Court. This was recorded all as one 18 page document in Book 2186, Page 827.

Please acknowledge your receipt on the enclosed copy of this letter and return it to me for my files at your earliest convenience.

By copy of this letter, I am also forwarding a copy of the above to David Schweizer, attorney for Allies, Inc. and to Mary Beth Lonergan, Twp. Planner's office.

Thank you.

Very truly yours,


Sharon A. Dragan
Enc.

Receipt of the above-referenced document is hereby
acknowledged this day of , 2007.

Vita Mekovetz, Twp. Administrator/Clerk

cc: David A. Schweizer, Esq., w/enc.

~~Mary Beth Lonergan, Twp. Planner, w/enc.~~

Prepared by:

Sharon A. Dragan
Sharon A. Dragan, Esq.

**AFFORDABLE HOUSING AGREEMENT,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This AGREEMENT is entered into on this 12th day of June, 2007

between **ALLIES, INC.**, a non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690**, owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **The Township of Readington**, a municipal corporation and body politic whose offices are located at the Municipal Building, 509 Route 523, Whitehouse Station, N.J. 08889, hereafter, "AUTHORITY" and/or "MUNICIPALITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in **Section II PROPERTY DESCRIPTION** for a period of at least THIRTY (30) years beginning on *July 1, 2007*, and ending after *July 1, 2037* when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c. 222) hereinafter the "Act," the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached **EXHIBIT A** of this Agreement has(have) been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERMS OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the

EXHIBIT A

This Deed of Easement and Restrictive Covenant applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.296 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 296 KINGBIRD COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning on *July 1, 2007*, and ending on *July 1, 2037*.

Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE 1 ATTACHED.

SCHEDULE I - LEGAL DESCRIPTION

All the real property located in the Township of Readington, County of Hunterdon, State of New Jersey and more particularly described as follows:

Being Unit 296 in Building No. 51 in the Hunters Crossing South Condominium together with an undivided 0.54347% (1/184th interest) percentage interest in the common elements of said condominium appurtenant to the aforesaid unit, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, easements, agreements and other provisions set forth in that certain Master Deed for Hunters Crossing South Condominium, dated July 1, 1985, recorded April 22, 1986 in Deed Book 961 page 367, first amendment dated May 6, 1986 recorded June 16, 1986 in Deed Book 964 page 425, second amendment dated October 15, 1986 recorded November 19, 1986 in Deed Book 974 page 539; first amendment to By-Laws dated April 18, 1989, recorded April 20, 1989 in Deed Book 1024 page 705, second amendment to By-Laws, dated November 12, 1997, recorded January 7, 1998 in Deed Book 1180 page 115, and resolutions in Deed Book 1226 page 654; Deed Book 1228 page 447, Deed Book 1236 page 978 and Deed Book 2018 page 555 in the Hunterdon County Clerk's Office as the same may hereafter again be lawfully amended.

NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot(s) 12.296 in Block 95 on the Tax Map of the Township of Readington, County of Hunterdon.

EXHIBIT A
AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.296 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 296 KINGBIRD COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning on *July 1, 2007*, and ending on *July 1, 2037*.

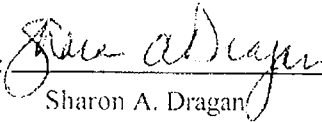
Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE 1 ATTACHED.

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NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot(s) 12.296 in Block 95 on the Tax Map of the Township of Readington, County of Hunterdon.

Prepared by: 
Sharon A. Dragan

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by **ALLIES, INC.**, a Non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690** their successors and assigns (referred to as the "Owner") to **The Township of Readington**, having its offices at the **509 Route 523 , Whitehouse Station, N.J. 08889** (referred to as the "Authority") and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*, as amended ("the Act").

WHEREAS, pursuant to the Act, the housing unit (units) located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions is being recorded in the Recorder's or County Clerk's Office of the County of Hunterdon in the State of New Jersey, the purpose of this Agreement is to ensure that the described rental units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described herein and in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the Authority; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent as set forth in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time.

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for 30 years beginning on *July 1, 2007* and ending on *July 1, 2037*, when any Affordable Housing rental unit

that continues to be occupied by an income-eligible household shall become vacant.

This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act and the regulations shall govern.

The Owner's right, title and interest in the Property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority dated even date and which is about to be filed in the Office of the Clerk of Hunterdon County in conjunction with this Deed of Easement and Restrictive Covenant, and prior thereto. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth in said AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority are incorporated herein in their entirety. Reference is made to that documentation for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant.

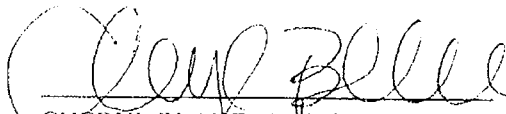
This Deed of Easement and Restrictive Covenant shall constitute an agreement between the Authority and the Owner and is enforceable in the courts of the State of New Jersey by the Authority, its successors or assigns, or by an individual or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the Authority and the Owner.

This Deed of Easement and Restrictive Covenant and the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions may be amended with the prior written approval of the Authority to reflect changes in the Act and the regulations thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the Authority. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Authority, are reasonably necessary or desirable for maintaining compliance with the Act.

The invalidity of any clause, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof or the validity of all or any portion of the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions.

Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized signature(s) appears below. If the undersigned is a corporation its corporate seal is affixed

Witnessed:


CHERYL BLAKE, Ass't Secretary

ALLIES, INC., a non-profit Corporation of the State of New Jersey

By:


ELISE GAMBINO, Vice President

housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

I. DEFINITIONS

“Adjusted Rent” shall mean the Base Rent for a rental unit adjusted by the applicable Index.

“Affordable Housing” shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

“Agreement” shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit(s) which places restrictions on Affordable Rental units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

“Assessments” shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

“Authority” shall mean the Township of Readington and/or administrative organization designated by municipal ordinance for the purpose of monitoring the long term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Readington Housing Committee is the instrument of the municipality designated to administer this Agreement on behalf of the Township.

“Base Rent” shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

“Certified Household” shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

“Consumer Price Index (CPI)” shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

“Council” shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, *N.J.S.A. 52:27-D301 et seq.*

“Foreclosure” shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a

recorded mortgage.

“Gross Annual Income” shall mean the total calculated amount of a household’s annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets, and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

“Gross Rent” shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

“Household” shall mean the person or persons occupying a housing unit.

“Index” shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

“Low Income Household” shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

“Moderate Income Household” shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

“Owner” shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

“Primary Residence” shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

“Renter” shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: 296 Kingbird Court, Three Bridges, N.J. 08887

Municipality: Readington Township County: Hunterdon

Block #95, Lot # 12.296

Unit number: 296 Kingbird Court

#Efficiency: #1BR: #2BR: 1 #3BR: Total # Units = 2

Both units shall be reserved for low income residents.

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (*N.J.A.C. 5:93-9*) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Rental unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of HUNTERDON County.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy.

L. The Owner shall permit the Authority to monitor the income levels of the occupants on an annual basis to ensure compliance with COAH requirements.

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: *Allies, Inc.*
1262 Whitehorse Hamilton Square Road
Building A, Suite 101
Hamilton Square, New Jersey 08690
ATTN: President/CEO

To the Authority: *Readington Township*
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889

Attention: *Vita Mekovetz, Administrator/Twp. Clerk*

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing Rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated: June 12, 2007

ATTEST:

Cheryl Blake
Cheryl Blake, Ass't Secretary

By:

ALLIES, Inc., a non-profit
Corporation of the State of New Jersey

ELISE GAMBINO, Vice President

ATTEST:

Vita Mekovetz
Vita Mekovetz, Twp. Clerk

By:

READINGTON TOWNSHIP, a municipal
corporation and body politic Authority

GERARD J. SHAMEY, Mayor

ACKNOWLEDGMENTS

STATE OF NEW JERSEY

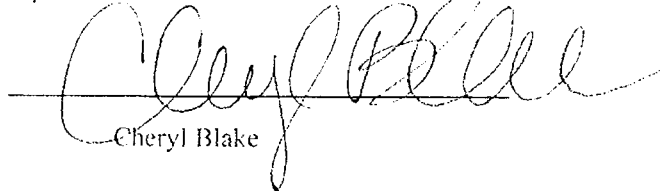
ss:

COUNTY OF MERCER

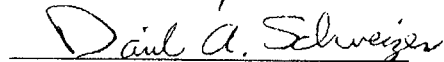
I CERTIFY that on May 22, 2007, before me the subscriber, an attorney at law of the State of New Jersey, personally appeared Cheryl Blake, who I am satisfied:

- (a) is the Assistant Secretary of Allies, Inc., the non-profit corporation named in this document;
- (b) is the attesting witness to the signing of this document by the proper officer who is Elise Gambino, Vice President of Allies, Inc.;
- (c) that she signed, sealed and delivered this document as on behalf of the non-profit corporation as its voluntary act and deed, under authority from its Board; and

(d) this person signed this proof to attest to the truth of these facts:


Cheryl Blake

Signed and sworn to before me on the
22nd day of May, 2007.



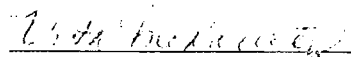
David A. Schweizer, an Attorney at
Law of New Jersey

STATE OF NEW JERSEY

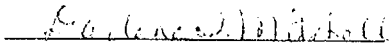
SS:

COUNTY OF HUNTERDON

I CERTIFY that on June 12, 2007, before me, the subscriber, a Notary Public of New Jersey, personally appeared Vita Mekovetz, who, I am satisfied (a) is the Clerk of the Township of Readington, the municipal corporation named in the attached document; (b) is the attesting witness to the signing of this document by the proper officer who is Gerard J. Shamey, Mayor of the Township of Readington; (c) this document was signed and delivered by the Township as its voluntary act and authorized by the Township Committee; (d) this person knows the seal of the Township which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.


Vita Mekovetz

Signed and sworn to before me on
June 12, 2007.



DARLENE I. MITCHELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 3, 2009

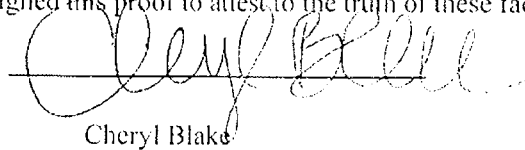
ACKNOWLEDGMENTS

STATE OF NEW JERSEY

SS:


COUNTY OF MERCER

I CERTIFY that on *May 22*, 2007, *Elise Gambino* personally came before me, the subscriber, an attorney at law of the State of New Jersey, who I am satisfied: (a) is Vice President of Allies, Inc., the non-profit corporation named in this document; and (b) that she signed, sealed and delivered this document on behalf of the non-profit corporation under authority of its Board; and (c) this person, being the Assistant Secretary, signed this proof to attest to the truth of these facts.



Cheryl Blake

Signed and sworn to before me
on the *22* day of *May*, 2007.



David A. Schweizer, an Attorney
at Law of New Jersey

AFFORDABLE HOUSING AGREEMENT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, WITH
DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY

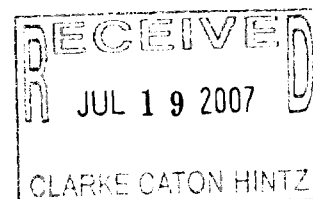
ALLIES, INC., a Non-Profit Corporation of the
State of New Jersey, OWNER

And

THE TOWNSHIP OF READINGTON, a municipal
corporation of the State of New Jersey, MUNICIPALITY

RECORD AND RETURN TO:
Ballard & Dragan, Attys at Law
260 Rt. 202/31, Liberty Ct. Suite 1200
Flemington, N.J. 08822

BALLARD & DRAGAN
ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 202/31
FLEMINGTON, NEW JERSEY 08822



Robert A. Ballard, Jr.*
Sharon A. Dragan?

Telephone (908) 806-3171
Fax (908) 806-7402

July 18, 2007

David Schweizer, Esq.
Maniaci & Ciccotta
6720 Frankford Ave.
Philadelphia, Pa. 19135

Re: READINGTON TWP. - ALLIES, INC. - Hunter's Crossing (COAH Agreements)

Dear Mr. Schweizer:

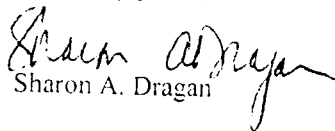
Enclosed please find a copy of each of the following recorded documents received back from the Hunterdon County Clerk's Office in the above matter:

- 1) Deed of Easement and Restrictive Covenant for 62 Junco Court (recorded 5/18/07 in Book 2184, Page 315);
- 2) Affordable Housing Agreement for 62 Junco Court (recorded 5/18/07 in Book 2184, page 320);
- 3) Deed of Easement and Restrictive Covenant for 203 Milkweed Court (recorded 5/18/07 in Book 2184, Page 332); and
- 4) Affordable Housing Agreement for 203 Milkweed Court (recorded 5/18/07 in Book 2184, Page 337).

By copy of this letter, I am also forwarding a set of the above to the Township Planner's office. The originals were sent to the Township Administrator/Clerk.

Thank you.

Very truly yours,


Sharon A. Dragan

Encs.

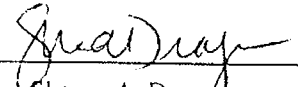
cc: Mary Beth Lonergan, Twp. Planner, w/encs.

Vita Mekovetz, Twp. Administrator/Clerk, w/o encs., via fax only



20070518000147110 1/5
05/18/2007 02:47:11 PM E
Bk: 2184 Pg: 315
Mary H. Melfi
Hunterdon County Clerk

Prepared by:


Sharon A. Dragar

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by **ALLIES, INC.**, a Non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690** their successors and assigns (referred to as the "Owner") to **The Township of Readington**, having its offices at the **509 Route 523 , Whitehouse Station, N.J. 08889** (referred to as the "Authority") and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*, as amended ("the Act").

WHEREAS, pursuant to the Act, the housing unit (units) located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions is being recorded in the Recorder's or County Clerk's Office of the County of Hunterdon in the State of New Jersey, the purpose of this Agreement is to ensure that the described rental units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described herein and in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the Authority; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent as set forth in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time.

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for 30 years beginning on *April 16, 2007* and ending on *April 16, 2037* , when any Affordable Housing rental

EXHIBIT A

This Deed of Easement and Restrictive Covenant applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.062 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 62 JUNCO COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning on *April 16, 2007* , and ending on *December 16, 2037*.

Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE I ATTACHED.

SCHEDULE A – LEGAL DESCRIPTION

Commitment No. L07-40117

All the real property located in the Township of Readington, County of Hunterdon, State of New Jersey and more particularly described as follows:

Being known and designated as Unit 62 in Building 11, situate in the Hunters Crossing North Condominium, said unit being more specifically defined in the Master Deed for Master Deed for Hunters Crossing North Condominium, dated October 15, 1984 and recorded July 9, 1985 in Deed Book 923 page 97, and as amended by Deed Book 923 page 249, Deed Book 956 page 14, Deed Book 964 page 227 and Deed Book 974 page 574 and which unit includes the fee in an undivided .42735 percentage interest in the common elements of the Condominium set forth in said Master Deed, as the same may now or hereafter be lawfully amended.

NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot 12.062 in Block 95, on the official Tax Map of the Township of Readington, County of Hunterdon.

SCHEDULE I

unit that continues to be occupied by an income-eligible household shall become vacant.

This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act and the regulations shall govern.

The Owner's right, title and interest in the Property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority dated even date and which is about to be filed in the Office of the Clerk of Hunterdon County in conjunction with this Deed of Easement and Restrictive Covenant, and prior thereto. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth in said AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority are incorporated herein in their entirety. Reference is made to that documentation for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant.

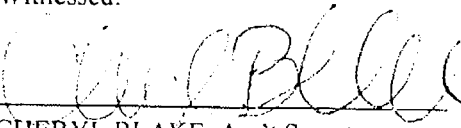
This Deed of Easement and Restrictive Covenant shall constitute an agreement between the Authority and the Owner and is enforceable in the courts of the State of New Jersey by the Authority, its successors or assigns, or by an individual or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the Authority and the Owner.

This Deed of Easement and Restrictive Covenant and the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions may be amended with the prior written approval of the Authority to reflect changes in the Act and the regulations thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the Authority. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Authority, are reasonably necessary or desirable for maintaining compliance with the Act.

The invalidity of any clause, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof or the validity of all or any portion of the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions.

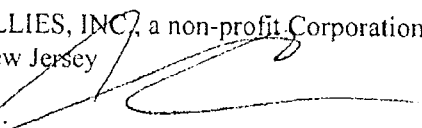
Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly authorized signature(s) appears below. If the undersigned is a corporation its corporate seal is affixed

Witnessed:


CHERYL BLAKE, Ass't Secretary

ALLIES, INC., a non-profit Corporation of the State of New Jersey

By:


ELISE GAMBINO, Vice President

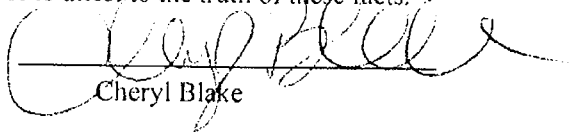
ACKNOWLEDGMENTS

STATE OF NEW JERSEY


SS:

COUNTY OF *Merger*

I CERTIFY that on April 16, 2007, *Elise Gambino* personally came before me, the subscriber, an attorney at law of the State of New Jersey, who I am satisfied: (a) is President and CEO of Allies, Inc., the non-profit corporation named in this document; and (b) that she signed, sealed and delivered this document on behalf of the non-profit corporation under authority of its Board; and (c) this person, being the Assistant Secretary, signed this proof to attest to the truth of these facts.


Cheryl Blake

Signed and sworn to before me
on the *16th* day of April, 2007.


David A. Schweizer, an Attorney
at Law of New Jersey

fla k

BALLARD & DRAGAN
ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 202/31
HARRINGTON, NJ 08822

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05/18/2007 02:47:11 PM E
Recording Fee: \$80.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NF11



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05/18/2007 02:47:12 PM DO
Bk: 2184 Pg: 320
Mary H. Melfi
Hunterdon County Clerk

Prepared by: Sharon A. Dragan
Sharon A. Dragan, Esq.

**AFFORDABLE HOUSING AGREEMENT,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This AGREEMENT is entered into on this 30 day of April, 2007

between **ALLIES, INC.**, a non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690**, owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **The Township of Readington**, a municipal corporation and body politic whose offices are located at the Municipal Building, 509 Route 523, Whitehouse Station, N.J. 08889, hereafter, "AUTHORITY" and/or "MUNICIPALITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in **Section II PROPERTY DESCRIPTION** for a period of at least THIRTY (30) years beginning on *April 16, 2007*, and ending after *April 16, 2037* when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c. 222) hereinafter the "Act," the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached EXHIBIT A of this Agreement has(have) been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERMS OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the

EXHIBIT A
AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.062 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 62 JUNCO COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of 30 years beginning on *April 16, 2007* , and ending on *December 16, 2037*.

Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE I ATTACHED.

SCHEDULE A – LEGAL DESCRIPTION

Commitment No. L07-40117

All the real property located in the Township of Readington, County of Hunterdon, State of New Jersey and more particularly described as follows:

Being known and designated as Unit 62 in Building 11, situate in the Hunters Crossing North Condominium, said unit being more specifically defined in the Master Deed for Master Deed for Hunters Crossing North Condominium, dated October 15, 1984 and recorded July 9, 1985 in Deed Book 923 page 97, and as amended by Deed Book 923 page 249, Deed Book 956 page 14, Deed Book 964 page 227 and Deed Book 974 page 574 and which unit includes the fee in an undivided .42735 percentage interest in the common elements of the Condominium set forth in said Master Deed, as the same may now or hereafter be lawfully amended.

NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot 12.062 in Block 95, on the official Tax Map of the Township of Readington, County of Hunterdon.

SCHEDULE I

housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

I. DEFINITIONS

“Adjusted Rent” shall mean the Base Rent for a rental unit adjusted by the applicable Index.

“Affordable Housing” shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

“Agreement” shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit(s) which places restrictions on Affordable Rental units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

“Assessments” shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

“Authority” shall mean the Township of Readington and/or administrative organization designated by municipal ordinance for the purpose of monitoring the long term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Readington Housing Committee is the instrument of the municipality designated to administer this Agreement on behalf of the Township.

“Base Rent” shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

“Certified Household” shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

“Consumer Price Index (CPI)” shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

“Council” shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, *N.J.S.A. 52:27-D301 et seq.*

“Foreclosure” shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a

recorded mortgage.

“Gross Annual Income” shall mean the total calculated amount of a household’s annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets, and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

“Gross Rent” shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

“Household” shall mean the person or persons occupying a housing unit.

“Index” shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

“Low Income Household” shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

“Moderate Income Household” shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

“Owner” shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

“Primary Residence” shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

“Renter” shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: 62 Junco Court, Three Bridges, N.J. 08887

Municipality: Readington Township County: Hunterdon

Block #95 Lot #12.062

Unit number: 62 Junco Court

#Efficiency: #1BR: #2BR: 1 #3BR: Total # Units = 2

Both units shall be reserved for low income residents.

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (*N.J.A.C. 5:93-9*) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Rental unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of HUNTERDON County.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

- A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.
- B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.
- C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.
- D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
- E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.
- F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.
- G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.
- H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days.
- I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy.

L. The Owner shall permit the Authority to monitor the income levels of the occupants on an annual basis to ensure compliance with COAH requirements.

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: *Allies, Inc.
1262 Whitehorse Hamilton Square Road
Building A, Suite 101
Hamilton Square, New Jersey 08690
ATTN: President/CEO*

To the Authority: *Readington Township
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889*

Attention: *Vita Mekovetz, Administrator/Twp. Clerk*

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

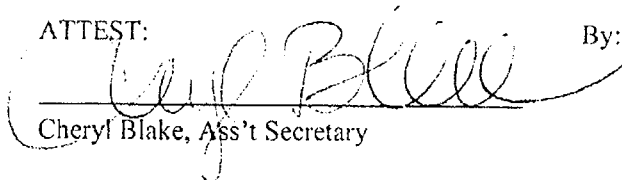
The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing Rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

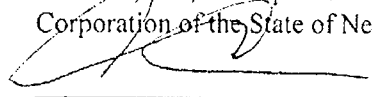
Dated: April , 2007

ATTEST:

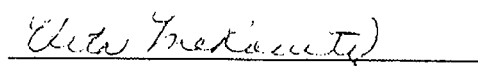

Cheryl Blake, Ass't Secretary

By:

ALLIES, Inc., a non-profit
Corporation of the State of New Jersey


ELISE GAMBINO, Vice President

ATTEST:


Vita Mekovetz, Twp. Clerk

By:

READINGTON TOWNSHIP, a municipal
corporation and body politic Authority


GERARD J. SHAMEN, Mayor

ACKNOWLEDGMENTS

STATE OF NEW JERSEY

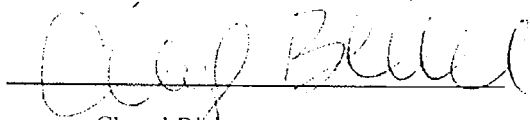
ss:

COUNTY OF Merar

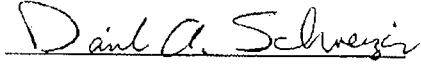
I CERTIFY that on April 16 , 2007, before, the subscriber, an attorney at law of the State of New Jersey, personally appeared Cheryl Blake, who I am satisfied:

- (a) is the Assistant Secretary of Allies, Inc., the non-profit corporation named in this document;
- (b) is the attesting witness to the signing of this document by the proper officer who is Elise Gambino, the Vice President of Allies, Inc.;
- (c) that she signed, sealed and delivered this document as on behalf of the non-profit corporation as its voluntary act and deed, under authority from its Board; and

(d) this person signed this proof to attest to the truth of these facts.


Cheryl Blake

Signed and sworn to before me on the
16th day of April, 2007.

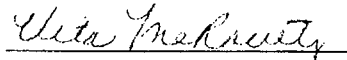

David A. Schweizer, an Attorney at
Law of New Jersey

STATE OF NEW JERSEY

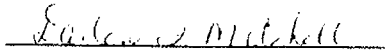
SS:

COUNTY OF HUNTERDON

I CERTIFY that on April 30th, 2007, before me, the subscriber, a Notary Public of New Jersey, personally appeared Vita Mekovetz, who, I am satisfied (a) is the Clerk of the Township of Readington, the municipal corporation named in the attached document; (b) is the attesting witness to the signing of this document by the proper officer who is Gerard J. Shamey, Mayor of the Township of Readington; (c) this document was signed and delivered by the Township as its voluntary act and authorized by the Township Committee; (d) this person knows the seal of the Township which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts..


Vita Mekovetz

Signed and sworn to before me on
April 30th, 2007.


Eileen Mitchell

EILEEN I MITCHELL
Notary Public of New Jersey
Commission Expires August 3, 2009

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Recording Fee: \$140.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NF11

AFFORDABLE HOUSING AGREEMENT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, WITH
DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY

ALLIES, INC., a Non-Profit Corporation of the
State of New Jersey, OWNER

And

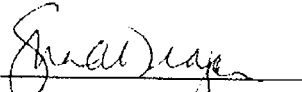
THE TOWNSHIP OF READINGTON, a municipal
corporation of the State of New Jersey, MUNICIPALITY

RECORD AND RETURN TO:
Ballard & Dragan, Attys at Law
260 Rt. 202/31, Liberty Ct. Suite 1200
Flemington, N.J. 08822



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05/18/2007 02:47:13 PM E
Bk: 2184 Pg: 332
Mary H. Melfi
Hunterdon County Clerk

Prepared by:


Sharon A. Dragan

**DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY**

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT shall run with the land and is granted by **ALLIES, INC.**, a Non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690** their successors and assigns (referred to as the "Owner") to **The Township of Readington**, having its offices at the **509 Route 523 , Whitehouse Station, N.J. 08889** (referred to as the "Authority") and to income eligible members of the public as defined below. As conditioned below this Deed of Easement and Restrictive Covenant restricts occupancy of the described premises to income eligible occupants and controls the rent for a specified period of time. This Deed of Easement and Restrictive Covenant is made in satisfaction of the requirements of the Fair Housing Act, *N.J.S.A. 52:27D-301 et seq.*, as amended ("the Act").

WHEREAS, pursuant to the Act, the housing unit (units) located on the property as further described on the attached EXHIBIT A of this Agreement (the "Property") has (have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, in conjunction with the recording of this Deed of Easement and Restrictive Covenant an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions is being recorded in the Recorder's or County Clerk's Office of the County of Hunterdon in the State of New Jersey, the purpose of this Agreement is to ensure that the described rental units(unit) remain(s) affordable to low and moderate income eligible households for that period of time described herein and in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the rental unit that the rental unit is encumbered within the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls as contained in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions between the Owner and the Authority; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent as set forth in the Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions for the specified period of time.

EXHIBIT A

This Deed of Easement and Restrictive Covenant applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.203 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 203 MILKWEED COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of *30* years beginning on *April 16, 2007* , and ending on *December 16, 2037*.

Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE I ATTACHED.

SCHEDULE A – LEGAL DESCRIPTION

Commitment No. L07-40119

All the real property located in the Township of Readington, County of Hunterdon, State of New Jersey and more particularly described as follows:

Unit No. 203 in Building #36 in a certain Condominium known as "Hunters Crossing South Condominium" located in the Township of Readington, County of Hunterdon and State of New Jersey, which unit includes the fee in said unit and a one one hundred eighty fourth (1/184th) or a .54347 percent undivided interest in the common elements of said Condominium, as said common elements are defined in the Master Deed.

NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot(s) 12.203 in Block 95 on the Tax Map of the Township of Readington, County of Hunterdon.

SCHEDULE I

This Deed of Easement and Restrictive Covenant is binding on all successors in interest to the Building and Project (or applicable portion of the Project) and shall run with the land until the end of the Affordability Control Period which is defined in the Affordable Housing Agreement as a period for 30 years beginning on *April 16, 2007* and ending on *April 16, 2037*, when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

This Deed of Easement and Restrictive Covenant is given in satisfaction of the requirements of the Act and the terms of this Deed of Easement and Restrictive Covenant, including those set forth in the recitals, shall be interpreted, conditioned and supplemented in accordance with regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Act or regulations are expressed or referenced herein. In the event of a conflict between the terms of this Deed of Easement and Restrictive Covenant and the Act or regulations, the Act and the regulations shall govern.

The Owner's right, title and interest in the Property and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority dated even date and which is about to be filed in the Office of the Clerk of Hunterdon County in conjunction with this Deed of Easement and Restrictive Covenant, and prior thereto. The Owner acknowledges that all of the terms, conditions, restrictions, limitations and provisions set forth in said AFFORDABLE HOUSING AGREEMENT, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS between the Owner and the Authority are incorporated herein in their entirety. Reference is made to that documentation for the definitions of various terms incorporated in this Deed of Easement and Restrictive Covenant.

This Deed of Easement and Restrictive Covenant shall constitute an agreement between the Authority and the Owner and is enforceable in the courts of the State of New Jersey by the Authority, its successors or assigns, or by an individual or individuals whether prospective, present or former occupants of the Project said individual(s) being beneficiaries of the agreement which is expressed herein between the Authority and the Owner.

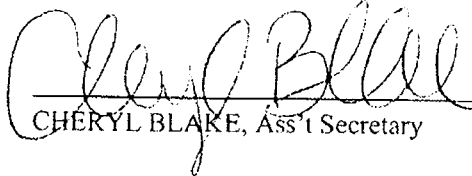
This Deed of Easement and Restrictive Covenant and the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions may be amended with the prior written approval of the Authority to reflect changes in the Act and the regulations thereunder. No amendment to this Deed of Easement and Restrictive Covenant may be made without the prior written approval of the Authority. The Owner hereby expressly agrees to enter into all amendments hereto which, in the opinion of the Authority, are reasonably necessary or desirable for maintaining compliance with the Act.

The invalidity of any clause, part or provision of this Deed of Easement and Restrictive Agreement shall not affect the validity of the remaining portions thereof or the validity of all or any portion of the Affordable Housing Agreement Declaration of Covenants, Conditions and Restrictions.

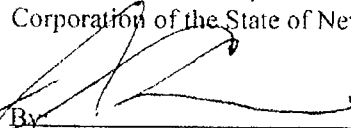
Signatures: This Deed of Easement and Restrictive Covenant is granted by the undersigned whose duly

authorized signature(s) appears below. If the undersigned is a corporation its corporate seal is affixed.

Witnessed:


CHERYL BLAKE, Ass't Secretary

ALLIES, Inc., a non-profit
Corporation of the State of New Jersey

By 
ELISE GAMBINO, Vice President

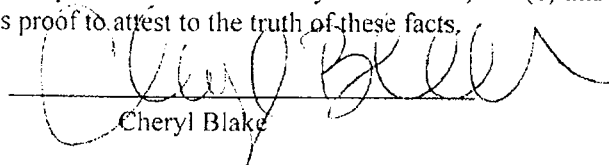
ACKNOWLEDGMENTS

STATE OF NEW JERSEY

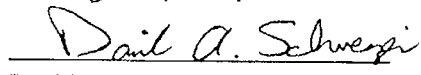
SS:

COUNTY OF *Mercur*

I CERTIFY that on April 16, 2007, *Elise Gambino* personally came before me, the subscriber, an attorney at law of the State of New Jersey, and I am satisfied that she: (a) is Vice President of Allies, Inc., the non-profit corporation named in this document; and (b) that she signed, sealed and delivered this document on behalf of the non-profit corporation under authority of its Board; and (c) this person, being the Assistant Secretary, signed this proof to attest to the truth of these facts.


Cheryl Blake

Signed and sworn to before me
on the *16th* day of April, 2007.


David A. Schweizer, an Attorney
at Law of New Jersey

Ref to:

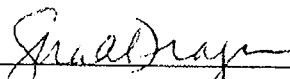
BALLARD & DRAGAN
ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 202/31
FLEMINGTON, NJ 08822

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05/18/2007 02:47:13 PM E
Recording Fee: \$80.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
NF11



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05/18/2007 02:47:14 PM DO
Bk: 2184 Pg: 337
Mary H. Meifi
Hunterdon County Clerk

Prepared by:


Sharon A. Dragan, Esq.

**AFFORDABLE HOUSING AGREEMENT,
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This AGREEMENT is entered into on this 3rd day of April, 2007

between **ALLIES, INC.**, a non-profit corporation of the State of New Jersey, having its address at **1262 Whitehorse-Hamilton Square Road, Building A, Suite 101, Hamilton Square, N.J. 08690**, owner of the properties designated in **Section II PROPERTY DESCRIPTION**, hereafter "OWNER", and **The Township of Readington**, a municipal corporation and body politic whose offices are located at the Municipal Building, 509 Route 523, Whitehouse Station, N.J. 08889, hereafter, "AUTHORITY" and/or "MUNICIPALITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least THIRTY (30) years beginning on *April 16, 2007*, and ending after *April 16, 2037* when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c. 222) hereinafter the "Act," the housing unit (units) described in **Section II PROPERTY DESCRIPTION** hereafter and/or an attached EXHIBIT A of this Agreement has(have) been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of years; and

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in **Section III TERMS OF RESTRICTION**.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the

EXHIBIT A
AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement applies to the owner's interest in the real property as further described below:

PROPERTY DESCRIPTION

Block 95 Lot 12.203 Municipality READINGTON TOWNSHIP

County : HUNTERDON # of units = 1 (2 BR), both low income
Complete Street Address and Unit # 203 MILKWEED COURT

City : THREE BRIDGES State: New Jersey Zip 08887

The restrictions contained herein shall be imposed on the Affordable Housing units as listed below for a period of *30* years beginning on *April 16, 2007* , and ending on *December 16, 2037*.

Please add a legal property description as required including individual building or individual rental unit identification numbers. SEE SCHEDULE I ATTACHED.

SCHEDULE A – LEGAL DESCRIPTION

Commitment No. L07-40119

All the real property located in the Township of Readington, County of Hunterdon, State of New Jersey and more particularly described as follows:

Unit No. 203 in Building #36 in a certain Condominium known as "Hunters Crossing South Condominium" located in the Township of Readington, County of Hunterdon and State of New Jersey, which unit includes the fee in said unit and a one one hundred eighty fourth (1/184th) or a .54347 percent undivided interest in the common elements of said Condominium, as said common elements are defined in the Master Deed.

NOTE FOR INFORMATION: The land referred to in this Commitment is commonly known as Lot(s) 12.203 in Block 95 on the Tax Map of the Township of Readington, County of Hunterdon.

SCHEDULE I

housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

I. DEFINITIONS

“Adjusted Rent” shall mean the Base Rent for a rental unit adjusted by the applicable Index.

“Affordable Housing” shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

“Agreement” shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit(s) which places restrictions on Affordable Rental units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

“Assessments” shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

“Authority” shall mean the Township of Readington and/or administrative organization designated by municipal ordinance for the purpose of monitoring the long term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Readington Housing Committee is the instrument of the municipality designated to administer this Agreement on behalf of the Township.

“Base Rent” shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

“Certified Household” shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

“Consumer Price Index (CPI)” shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

“Council” shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, *N.J.S.A. 52:27-D301 et seq.*

“Foreclosure” shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a

recorded mortgage.

“Gross Annual Income” shall mean the total calculated amount of a household’s annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets, and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

“Gross Rent” shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

“Household” shall mean the person or persons occupying a housing unit.

“Index” shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

“Low Income Household” shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

“Moderate Income Household” shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

“Owner” shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

“Primary Residence” shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

“Renter” shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: 203 Milkweed Court, Three Bridges, N.J. 08887

Municipality: Readington Township County: Hunterdon

Block #95, Lot # 12.203

Unit numbers: 203 Milkweed Court

#Efficiency: #1BR: #2BR: 1 #3BR: Total # Units = 2

Both units shall be reserved for low income residents.

and is more particularly described in the legal property description attached as Exhibit A.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units are occupied or have received permanent certificates of occupancy whichever is first.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (*N.J.A.C. 5:93-9*) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Rental unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed with permanent occupancy permits.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in an AFFORDABLE HOUSING AGREEMENT which has been filed in the Office of the Clerk of HUNTERDON County.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

- A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.
- B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.
- C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.
- D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.
- E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Authority.
- F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.
- G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.
- H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage and/or any Authority approved second mortgages to attach and remain on the property for more than sixty (60) days.
- I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Authority for initial occupancy and at the time of each new rental occupancy.

L. The Owner shall permit the Authority to monitor the income levels of the occupants on an annual basis to ensure compliance with COAH requirements.

IX. FORECLOSURE

This agreement shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: *Allies, Inc.
1262 Whitehorse Hamilton Square Road
Building A, Suite 101
Hamilton Square, New Jersey 08690
ATTN: President/CEO*

To the Authority: *Readington Township
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889*

Attention: *Vita Mekovetz, Administrator/Twp. Clerk*

Or such other address that the Authority, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

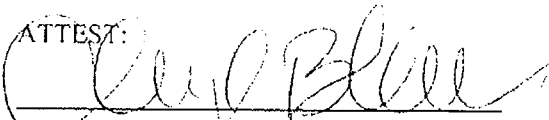
The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing Rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Authority shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated: April , 2007

ATTEST:

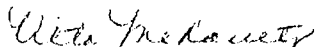

Cheryl Blake, Ass't Secretary

By:

ALLIES, Inc., a non-profit
Corporation of the State of New Jersey


ELISE GAMBINO, Vice President

ATTEST:


Vita Mekovetz, Twp. Clerk

By:

READINGTON TOWNSHIP, a municipal
corporation and body politic, Authority


GERARD J. SHAMEY, Mayor

ACKNOWLEDGMENTS

STATE OF NEW JERSEY

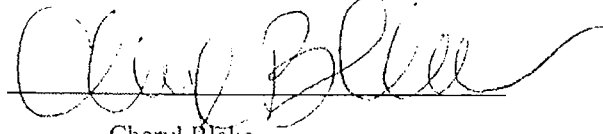
ss:

COUNTY OF *Merar*

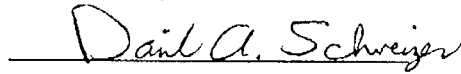
I CERTIFY that on *April 16*, 2007, before me the subscriber, an attorney at law of the State of New Jersey, personally appeared *Cheryl Blake*, who I am satisfied:

- (a) is the Assistant Secretary of Allies, Inc., the non-profit corporation named in this document;
- (b) is the attesting witness to the signing of this document by the proper officer who is *Elise Gambino*, Vice President of Allies, Inc.;
- (c) that she signed, sealed and delivered this document as on behalf of the non-profit corporation as its voluntary act and deed, under authority from its Board; and

(d) this person signed this proof to attest to the truth of these facts.


Cheryl Blake

Signed and sworn to before me on the
16th day of April, 2007.

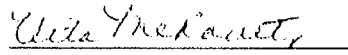

David A. Schweizer, an Attorney at
Law of New Jersey

STATE OF NEW JERSEY

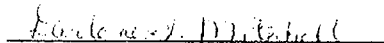
SS:

COUNTY OF HUNTERDON

I CERTIFY that on April 16th, 2007, before me, the subscriber, a Notary Public of New Jersey, personally appeared Vita Mekovetz, who, I am satisfied (a) is the Clerk of the Township of Readington, the municipal corporation named in the attached document; (b) is the attesting witness to the signing of this document by the proper officer who is Gerard J. Shamey, Mayor of the Township of Readington; (c) this document was signed and delivered by the Township as its voluntary act and authorized by the Township Committee; (d) this person knows the seal of the Township which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts..


Vita Mekovetz

Signed and sworn to before me on
April 16th, 2007.



DARLENE I. MITCHELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 3, 2009

20070518000147140 12/12
05/18/2007 02:47:14 PM 00
Recording Fee: \$140.00
Tax Fee: \$ 00
Consideration: \$.00
Buyers Fee: \$ 00
NF11

AFFORDABLE HOUSING AGREEMENT
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, WITH
DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW AND MODERATE INCOME OCCUPANCY

ALLIES, INC., a Non-Profit Corporation of the
State of New Jersey, OWNER

And

THE TOWNSHIP OF READINGTON, a municipal
corporation of the State of New Jersey, MUNICIPALITY

RECORD AND RETURN TO:
Ballard & Dragan, Attys at Law
260 Rt. 202/31, Liberty Ct. Suite 1200
Flemington, N.J. 08822

3/13/07

AGREEMENT BETWEEN THE TOWNSHIP OF READINGTON
AND
ALLIES, INC.

This Agreement is made on *April 2*, 2007, by and between the TOWNSHIP OF READINGTON, a municipal corporation and body politic, with offices at the Municipal Building, 509 Route 523, Whitehouse Station, N.J. 08889 (hereinafter referred to as "Township") and ALLIES, INC., a non-profit corporation of the State of New Jersey, having its address 1262 Whitehorse-Hamilton Square Road, Suite 101, Bldg. A, Hamilton, New Jersey 08690 hereinafter referred to as "Allies" or "Allies, Inc."

WITNESSETH:

WHEREAS, Allies, Inc., is a non-profit corporation providing group homes in the Township of Readington to assist persons with developmental disabilities; and

WHEREAS, such group homes can qualify for affordable housing credit, if restricted as low or moderate income units pursuant to N.J. COAH rules at N.J.A.C. 5:94-4.8 et seq.; and

WHEREAS, the Township of Readington included Allies, Inc. in its third round Affordable Housing and Fair Share Plan (hereinafter "Affordable Housing Plan") which was submitted to the New Jersey Council on Affordable Housing ("COAH") for substantive certification on December 16, 2005;

WHEREAS, the Township's Affordable Housing Plan calls for Allies, Inc. to purchase up to fifteen group homes for the developmentally disabled, with a minimum of twenty-two (22) bedrooms and up to thirty (30) bedrooms within the ten-year third round COAH period, which Allies, Inc. would deed-restrict for a thirty year period so as to qualify for COAH credit to assist Readington Township in meeting its third round affordable housing obligation, provided Readington Township makes a financial contribution, from the Township's Affordable Housing Trust Fund, toward the cost of purchasing the units; and

WHEREAS, the Affordable Housing Plan, provides that the Township would make a contribution of \$35,000 per bedroom toward Allies Inc.'s purchase of the above-mentioned group homes in consideration for Allies' agreement to restrict the units for low and moderate income residents for a period of thirty years to assist the Township in meeting its affordable housing obligations; and

WHEREAS, the terms and conditions of the aforesaid proposal, as outlined more specifically in the Affordable Housing Plan, are subject to the acceptance and approval of COAH; and

WHEREAS, the Township is not required to enter into a formal agreement with or make payment to Allies, Inc. under the Affordable Housing Plan, until the Township has received written notification from COAH that the proposed credits and proposed third round Affordable Housing Plan have been accepted:

WHEREAS, the Township has not yet received substantive certification or written notification from COAH that the proposed credits and proposed third round Affordable Housing Plan have been accepted due to litigation that was filed against COAH by third parties protesting COAH's third round rules, as well as litigation filed against the Township by third party developers who protested the Township's Affordable Housing Plan; and

WHEREAS, the litigation against COAH was recently decided on January 25, 2007, but is subject to appeal, and the litigation filed against the Township is pending a mediation process with COAH which has not yet begun, so that there is no predictable date for when substantive certification and approval of the Township's proposed Affordable Housing Plan might be obtained; and

WHEREAS, Allies, Inc., has requested the Township to assist in the funding of up to four units (a total of up to 8 bedrooms) prior to the Township's receipt of substantive certification because Allies, Inc. has the opportunity to purchase the units now, at current real estate prices, which would most likely be more cost-effective in the long-run; and

WHEREAS, the Township's Planners, by memorandum dated February 2, 2007, recommends that the Township provide the aforementioned early contribution to Allies, Inc., not only because of the potential cost-savings, but because the contribution will allow the Township to have residential units actually "in place" instead of just "on paper" in time for COAH's first required plan monitoring point, which will be on December 16, 2008.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Township agrees to make a contribution to Allies, Inc., in the amount of \$35,000 per bedroom, totaling \$280,000 for 8 bedrooms, for the purpose of purchasing four (4) housing units within the Township of Readington, to be used as group homes for the developmentally disabled, subject to the Township's successful adoption of a bond ordinance for this purpose within 90 days of the date of this agreement. Payment shall be made to Allies, Inc. after Allies, Inc. has provided the Township with a copy of its contract(s) for the units in question and upon closing of title to the units, with the proper deed restriction filed; this shall be done on a "per unit" basis and the amount of the payment per unit shall depend on the number of bedrooms of each unit purchased.

2. In return for the aforesaid contribution, Allies, Inc. agrees to designate each bedroom of the units purchased, as an affordable rental unit for moderate or low income individuals, up to a total of 8 bedrooms, in accordance with COAH's rules and regulations. The Township shall have the right to monitor the income levels of the tenants on an annual basis to ensure

compliance with COAH income requirements. Allies, Inc. further agrees to place thirty-year deed restrictions on each of the properties purchased in the form(s) approved by the Township and by COAH. Allies, Inc. also agrees to prepare and submit any required COAH monitoring forms as may be requested by either COAH or Readington Township.

3. Allies, Inc. agrees to complete the purchases contemplated by this Agreement within 120 days of the date of this agreement, unless both parties agree in writing to extend the date.

4. All other terms of the proposal between Allies, Inc. and the Township of Readington, as set forth in the Township's Affordable Housing Plan not specifically modified by this Agreement, shall remain unchanged and in full force effect.

5. The parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized officers of the Township and Allies, Inc.

WITNESS, the parties have set their hands and seals, the day and year first above written.

ATTEST:

Vita Mekovetz
Vita Mekovetz, Twp. Administrator/Clerk

TOWNSHIP OF READINGTON

By: Gerard J. Shamoy, Mayor

WITNESS/ATTEST:

[Signature]

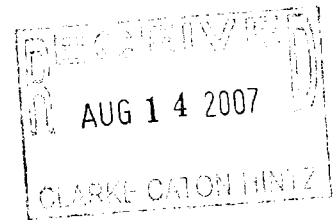
ALLIES, INC.

By: Krystal L. Odell
Krystal L. Odell, M.E.D., President/CEO

MBL

BALLARD & DRAGAN

ATTORNEYS AT LAW
LIBERTY COURT, SUITE 1200
260 HIGHWAY 202/31
FLEMINGTON, NEW JERSEY 08822



Robert A. Ballard, Jr.*
Sharon A. Dragan²

Telephone (908) 806-3171
Fax (908) 806-7402

August 13, 2007

Vita Mekovetz, Twp. Administrator/Clerk
Readington Twp. Municipal Building
509 Route 523
Whitehouse Station, N.J. 08889

Re: READINGTON TWP. - ALLIES, INC. - Hunter's Crossing (COAH Agreements)

Dear Vita:

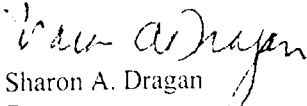
Enclosed please find the following original recorded documents received back from the Hunterdon County Clerk's Office in the above matter:

- 1) Deed of Easement and Restrictive Covenant for 246 Nuthatch Court. This was recorded in Book 2189, Page 595.
- 2) Affordable Housing Agreement for 246 Nuthatch Court. This was recorded in Book 2189, Page 600.

Please acknowledge your receipt on the bottom of this letter and fax it to me for my files at your earliest convenience.

By copy of this letter, I am also forwarding a copy of the above to David Schweizer, attorney for Allies, Inc. and to Mary Beth Lonergan, Twp. Planner's office. Thank you.

Very truly yours,


Sharon A. Dragan
Encs.

Receipt of the above-referenced document is hereby
acknowledged this day of , 2007.

Vita Mekovetz, Twp. Administrator/Clerk

cc: David A. Schweizer, Esq., w/enc.
Mary Beth Lonergan, Twp. Planner, w/enc.

to the Township's receipt of COAH approval due to favorable market conditions or some other compelling reason, Allies, Inc. may request the Township to waive the condition requiring prior COAH approval and the Township, at its sole option, may agree to do so, without further amendment to this agreement.

6. This Amended Agreement modifies, supersedes and replaces the proposal set forth in the Township's Affordable Housing Plan submitted to COAH on December 16, 2005 and the agreement made with Allies, Inc. on April 2, 2007.

7. The parties have read and understand this Agreement fully. It is signed and sealed in accordance with New Jersey law by the duly authorized officers of the Township and Allies, Inc.

WITNESS, the parties have set their hands and seals, the day and year first above written.

ATTEST:

TOWNSHIP OF READINGTON

Vita Mekovetz, Twp. Administrator/Clerk

By: _____
Thomas S Auriemma, Mayor

WITNESS/ATTEST:

ALLIES, INC.

By: _____
Krystal L. O'Dell, MED., President/CEO

\$35,000 per bedroom, to result in a total purchase of 10 to 15 housing units (total minimum of 22 bedrooms to a maximum of 30 bedrooms) within the Township of Readington, to be used as licensed qualified group homes, as defined in N.J.S.A. 5:97-6.10 for developmentally disabled individuals who qualify as very low income households, subject to the Township's successful adoption of any necessary bond or other authorizing ordinance for this purpose

2. In return for the aforesaid contribution, Allies, Inc. agrees to designate each bedroom of the units purchased, as an affordable rental unit for very low income households, in accordance with COAH's rules and regulations. The Township shall have the right to monitor the income levels of the tenants on an annual basis to ensure compliance with COAH income requirements. Allies, Inc. further agrees to place thirty-year deed restrictions on each of the properties purchased in the form(s) approved by the Township and by COAH. Allies, Inc. also agrees to prepare and submit any required COAH monitoring forms as may be requested by either COAH or Readington Township.

3. Allies, Inc. understands that this contribution is contingent on the Township's ability to obtain a minimum of 22 affordable housing credits from COAH as part of its third round Affordable Housing Element and Fair Share Plan ("Fair Share Plan") which shall be submitted to COAH by December 31, 2008. In order to receive such credits, the Township must seek approval from COAH to allow the inclusion of the units to be purchased by Allies in its third round COAH plan which is anticipated to be in 2009 or 2010. The Township agrees to seek approval for inclusion of the 22 credits in its third round plan. The parties agree to cooperate in the submission of the within Agreement and the execution of all documents needed to obtain the said housing credits for the Township.

4. Allies, Inc. agrees to complete the purchases contemplated under this Agreement by the end of the third round period which shall occur at the end of 2018 or by such implementation schedule required per N.J.S.A. 5:97-3.2(a)4, and approved by COAH.

5. Except for the previous payments made, additional funding shall not be due from the Township until: a) Allies, Inc. has purchased a unit as described in this agreement; and 2) The Township has received written notification from COAH that the proposed credits have been accepted and the proposed third round Fair Share Plan has received third round substantive certification from COAH. Once the Township has received notification of COAH approval, payment shall be made to Allies, Inc. within 60 days of the purchase of each unit, upon adoption of any necessary funding ordinances, receipt of a properly signed voucher and receipt of all necessary agreements and Affordable Housing Restriction documents in recordable form. Notwithstanding the above, in the event that Allies, Inc. is able to obtain a contract for the purchase of one or more units to be deed-restricted under this agreement prior

WHEREAS, the Affordable Housing Plan, provides that the Township would make a contribution of \$35,000 per bedroom toward Allies Inc.'s purchase of the above-mentioned group homes in consideration for Allies' agreement to restrict the units for very low income households for a period of thirty years to assist the Township in meeting its affordable housing obligations, as well as to meet the recently amended Fair Housing Act (per the Roberts Bill) requirement for the provision of affordable housing restricted to very low income residents. For the purpose of this Agreement, "Very Low Income Household" means a household whose total gross income is equal to 30% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by COAH; and

WHEREAS, the terms and conditions of the aforesaid proposal, as outlined more specifically in the Affordable Housing Plan, are subject to the acceptance and approval of COAH; and

WHEREAS, the Township is not required to enter into a formal agreement with or make payment to Allies, Inc. under the Affordable Housing Plan, until the Township has received written notification from COAH that the proposed credits and proposed third round Affordable Housing Plan have been accepted; and

WHEREAS, the parties acknowledge that, at the time of this amended agreement, the Township has previously funded four group home units (8 bedrooms) purchased by Allies, Inc. which have been deed-restricted in accordance with the Township's Affordable Housing Plan and in accordance with the Agreement between the parties dated April 2, 2007; and

WHEREAS, aforesaid funding was made in response to the Township's Planners, by memorandum dated February 2, 2007, which recommended that the Township provide the aforementioned early contribution to Allies, Inc., not only because of the potential cost-savings, but because the contribution would allow the Township to have residential units actually "in place" instead of just "on paper" in time for COAH's first required plan monitoring point, which will be two years after Readington Township receives third round substantive certification from COAH.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. In addition to the \$280,000 contribution previously made towards the purchase of four(4) units (8 bedrooms), the Township agrees to contribute to Allies, Inc., the amount of

12-4-08 Draft

AMENDED AGREEMENT BETWEEN THE TOWNSHIP OF READINGTON
AND
ALLIES, INC.

This Amended Agreement is made on December , 2008, by and between the TOWNSHIP OF READINGTON , a municipal corporation and body politic, with offices at the Municipal Building, 509 Route 523, Whitehouse Station, N.J. 08889 (hereinafter referred to as "Township") and ALLIES, INC., a non-profit corporation of the State of New Jersey , having its address 1262 Whitehorse-Hamilton Square Road, Suite 101, Bldg. A, Hamilton, New Jersey 08690 hereinafter referred to as "Allies" or "Allies, Inc."

WITNESSETH:

WHEREAS, Allies, Inc., is a non-profit corporation providing group homes in the Township of Readington to assist persons with developmental disabilities, in addition to other such services; and

WHEREAS, such group homes can qualify for affordable housing credit, if restricted as low income units, pursuant to N.J. Council on Affordable Housing ("COAH") rules at N.J.S.A. 5:97-6.10 et seq.; and

WHEREAS, the Township of Readington included Allies, Inc. in its third round Affordable Housing and Fair Share Plan (hereinafter "Affordable Housing Plan") which was submitted to the New Jersey Council on Affordable Housing ("COAH") for substantive certification on December 16, 2005;

WHEREAS, the Township's Affordable Housing Plan calls for Allies, Inc. to purchase up to ten to fifteen licensed qualified group homes, as defined in N.J.S.A. 5:97-6.10 for developmentally disabled individuals who qualify as very low income households, as defined below, with a minimum of twenty-two (22) bedrooms and a maximum of thirty (30) bedrooms within the ten-year third round COAH period. Allies, Inc. would deed-restrict the aforementioned group homes for a thirty year period so as to qualify for COAH credit to assist Readington Township in meeting its third round affordable housing obligation, provided Readington Township makes a financial contribution, from the Township's Affordable Housing Trust Fund, toward the cost of purchasing the units; and

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Middlesex

Project or Program Name: Allies, Inc.

Date facility will be constructed or placed into service: 2010-2018

Type of facility: Group Home

For group homes, residential health care facilities and supportive shared housing:

Affordable bedrooms proposed: 14 Age-restricted affordable bedrooms: 0

For permanent supportive housing:

Affordable units proposed: _____ Age-restricted affordable units: _____

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 3.5

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date development approvals granted: _____

Information and Documentation Required with Petition or in Accordance with an

Implementation Schedule

Is the municipality providing an implementation schedule for this project/program.

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.
- ☐ No. Continue with this checklist.

- ☐ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)
- ☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☐ Name and address of owner
- ☐ Name and address of developer
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ Pro-forma statement for the project
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Documentation of funding sources
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ For units not exempt from UHAC, an affirmative marketing plan in accordance with N.J.A.C. 5:97-6.10(c)
- ☐ If applicable, proof that the supportive and/or special needs housing is regulated by the New Jersey Department of Health and Senior Services, the New Jersey Department of Human Services or another State agency (including validation of the number of bedrooms or units in which low- or moderate-income occupants reside)

SUPPORTIVE AND SPECIAL NEEDS HOUSING (N.J.A.C. 5:97-6.10)

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Acquisition	Present	Winter 2009 – Winter 2016	N/A
RFP Process	N/A	N/A	N/A

Developer Selection	N/A	N/A	N/A
Executed Agreement with provider, sponsor or developer	Present	45 days after COAH grants substantive certification	45 days after COAH grants substantive certification
Development Approvals	Summer 2009-Summer 2017	Winter 2010-Winter 2018	Winter 2010 to Winter 2018
Contractor Selection	Winter 2010-Winter 2018	Spring 2010-Spring 2018	
Building Permits	Spring 2010 – Spring 2018	Fall 2010 – Spring 2018	
Construction	Spring 2010 – Spring 2018	Fall 2010 – Fall 2018	
Occupancy	Winter 2011 – Fall 2018	Winter 2011 – Fall 2018	Winter 2011 – Fall 2018

Supportive/Special Needs Narrative Section

The draft developer's agreement will be signed and submitted to COAH 45 days after the Township receives substantive certification. For additional narrative, see the housing element and fair share plan.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

MARKET TO AFFORDABLE PROGRAM (N.J.A.C. 5:97-6.9)

General Description

Municipality/County: Readington Township

Affordable Units Proposed: 10

Family Rentals: 10

Low-Income: 5

Moderate-Income: 5

Age-Restricted Rentals: 0

Low-Income: 0

Moderate-Income: 0

Family For-Sale: 0

Low-Income: 0

Moderate-Income: 0

Age-Restricted For-Sale: 0

Low-Income: 0

Moderate-Income: 0

Average expenditure:

For each low-income unit: \$ 30,000

For each moderate-income unit: \$ 25,000

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Information and Documentation Required with Petition

☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

- ☒ Demonstration that there are sufficient market-rate units within the municipality on the multiple listing service for a viable program
- ☒ Estimate of the amount required to subsidize typical for-sale and/or rental units including any anticipated rehabilitation costs
- ☒ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☒ Spending plan including the details to implement this program

Information and Documentation Required Prior to Substantive Certification

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ Affirmative Marketing Plan in accordance with UHAC

Market to Affordable Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington _____

County: Hunterdon _____

Project or Program Name: Market to Affordable Program _____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

12/16/08 _____

Preliminary Approval _____

Final Approval _____

Affordable Units under Construction _____

Completed (all affordable certificates of occupancy (C.O.) issued) _____

Deleted from Plan _____

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: _____

Project Block/Lot/Qualifier (list all) _____

Project Acreage: _____ Density: _____ Set Aside: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: _____

Project Developer name: _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30_____ or Perpetual

Administrative Agent _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 10 ____ Sales 0 ____ Rentals 10 ____ Total age-restricted 0 ____ Sales 0 ____ Rentals 0 ____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

ZONING FOR INCLUSIONARY DEVELOPMENT (N.J.A.C. 5:97-6.4)

(Submit separate checklist for each site or zone)

General Description

Municipality/County: Readington Township, Hunterdon County

Project Name/Zoning Designation: "D" Variance Application

Block(s) and Lot(s): Block 8, Lot 3

Total acreage: 2.51

Proposed density (units/gross acre): 6 units/acre

Affordable Units Proposed: 12

Family: 12

Sale: 0

Rental: 12

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 0

Sale: 0

Rental: 0

Market-Rate Units Anticipated: 0

Non-Residential Development Anticipated (in square feet), if applicable: 15,000

Will the proposed development be financed in whole or in part with State funds, be constructed on State-owned property or be located in an Urban Transit Hub or Transit Village? ☐ Yes ☒ No

Bonuses for affordable units, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Smart growth bonuses as per N.J.A.C. 5:97-3.18: 0

Redevelopment bonuses as per N.J.A.C. 5:97-3.19: 0

Compliance bonuses as per N.J.A.C. 5:97-3.17: 0

Date inclusionary zoning adopted: _____ Date development approvals granted: _____

Information and Documentation Required with Petition

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, check here ☐ in lieu of submitting forms.)
- ☐ Draft or adopted zoning or land use ordinance, which includes the affordable housing requirement and minimum presumptive density for the site/zone.
- ☐ Copies of all decisions made on applications for affordable housing development subsequent to adoption of the current zoning

If payments in lieu of on-site construction of the affordable units is an option, submit:

- ☐ Proposed or adopted ordinance establishing the amount of the payments
- ☐ Spending plan

A general description of the site or zone, including:

- ☒ Name and address of owner
- ☒ Name and address of developer(s)
- ☒ Subject property street location
- ☒ Indicate if urban center or workforce housing census tract
- ☒ Previous zoning designation and date previous zoning was adopted
- ☒ Current zoning and date current zoning was adopted
- ☒ Description of any changes to bulk standards intended to accommodate the proposed densities
- ☒ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☒ Description of surrounding land uses
- ☒ Demonstration that the site has street access
- ☒ Planning Area and/or Special Resource Area designation(s) i.e., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☒ Wetlands and buffers
- ☒ Steep slopes
- ☒ Flood plain areas

- ☒ Stream classification and buffers
- ☒ Critical environmental site
- ☒ Historic or architecturally important site/district
- ☒ Contaminated site(s); proposed or designated brownfield site
- ☒ Based on the above, a quantification of buildable and non-buildable acreage

Agreements with developers or approvals for development of specific property, which shall include:

- ☐ Number, tenure and type of units
- ☐ Compliance with N.J.A.C. 5:97-9 and UHAC
- ☐ Progress points at which the developer shall coordinate with the Municipal Housing Liaison

Information and Documentation Required Prior to Marketing the Completed Units

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual
- ☐ An affirmative marketing plan in accordance with UHAC

Zoning Narrative Section

The site is currently located in the B Business zone. The B Business zone does not permit mixed use in the zone and does not permit residential uses. Readington's Planning Board will grant a use variance for the property in exchange for the production of affordable housing. The property has always been zoned B Business use.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

Changes to the highlighted areas are to be made directly into the CTM system. Fields highlighted in grey will be added to the CTM screen in January. All other changes must be made on the form and submitted to COAH.

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon County_____

Project or Program Name: "D" Variance Application Project_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

11/24/08_____

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 422 Route 22 _____

Project Block/Lot/Qualifier (list all) Block 8, Lot 3 _____

Project Acreage: 2.51 _____ Density: 4.7 units per acre _____ Set Aside: 12 units _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Winfield Management _____

Project Developer name: Winfield Management _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 12____ Sales 0____ Rentals 12____ Total age-restricted 0____ Sales 0____ Rentals 0____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0_____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0_____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

EXTENSION OF EXPIRING CONTROLS (N.J.A.C. 5:97-6.14)

(Submit separate checklist for each location)

General Description

Municipality/County: Readington Township, Hunterdon County

Project or Program Name: Whitehouse Estates

Block(s) and Lot(s): _____

Affordable Units Proposed: 10

Non-Age-Restricted: 10

Sale: 10

Rental: 0

Age-Restricted: 0

Sale: 0

Rental: 0

Information and Documentation Required with Petition

- ☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

Identification of unit(s) including:

- ☒ Name and address of owner
- ☐ Subject property address
- ☐ Subject property block and lot
- ☒ Description of units including if unit is age-restricted or not and rental or sale
- ☒ Description of expiring controls including prior program funding, date control first initiated and date when control is to expire
- ☐ Agreement or commitment to extend controls between the municipality and owner
- ☐ Proposed deed restriction
- ☒ Pro-forma statement for the project showing acquisition and/or rehabilitation costs
- ☒ Documentation of funding sources
- ☒ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall
- ☐ Previous and proposed or revised Affirmative Marketing Plans

Information and Documentation Required Prior to Substantive Certification

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ Affirmative Marketing Plan in accordance with UHAC

Extension of Controls Narrative Section

See housing element and fair share plan for additional narrative.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township _____ County: Hunterdon _____

Project or Program Name: Whitehouse Estates – Extensions of Controls _____

Project Status (circle current status and enter date of action for that status)

Status Date

☒ Proposed/Zoned

12/16/08 _____

☐ Preliminary Approval

☐ Final Approval

☐ Affordable Units under Construction

☐ Completed (all affordable certificates of occupancy (C.O.) issued)

☐ Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

☐ Assisted Living Facility

☐ Alternative Living Arrangement

☐ Accessory Apartment

☐ Market to Affordable

☐ Credits without Controls

☐ ECHO

☐ 100 Percent Affordable

☐ Inclusionary

☐ Rehabilitation

☐ Redevelopment

☒ Extensions of Controls

If an Inclusionary project, identify subtype (circle all that apply)

☐ Units constructed on-site

☐ Units constructed off-site

☐ Combination

☐ Contributory

☐ Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

☐ Transitional Facility for the Homeless

☐ Residential Health Care Facility

☐ Congregate Living Facility

☐ Group Home

☐ Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

☐ Permanent Supportive Housing (unit credit)

☐ Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: _____

Project Block/Lot/Qualifier (list all) _____

Project Acreage: _____ Density: _____ Set Aside: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: _____

Project Developer name: _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance
High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project
Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 10____ Sales 10____ Rentals 0____ Total age-restricted 0____ Sales 0____ Rentals 0____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0_____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0_____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

11-17-08 DRAFT

**SEWER PLANT EXPANSION
CONTRIBUTION AND ALLOCATION AGREEMENT**

THIS AGREEMENT made this day of , 2008 by and between the TOWNSHIP OF READINGTON, a municipal body politic of the State of New Jersey having its principal municipal offices at 509 ROUTE 523, WHITEHOUSE STATION, NEW JERSEY 08889 (hereinafter "Township" or "Readington") and WINFIELD MANAGEMENT CORP., having an address of _____, New Jersey _____ (hereinafter referred to as "Contributing Property Owner/Developer").

WHEREAS, there are development projects in the Township and properties within the Readington-Lebanon Sewerage Service Area of the Township's Wastewater Management Plan which require the provision of sewer service; and

WHEREAS, to meet the sewer service needs of such projects and properties, the Readington-Lebanon Sewerage Authority (hereinafter "sewerage authority") expanded its sewer plant to accommodate an additional 400,000 gallons per day ("Sewer Expansion Project"), 80,000 gallons of which was allocated to Lebanon Borough and the remaining 320,000 gallons of which was allocated to Readington Township; and

WHEREAS, the cost of the expansion based on 400,000 gallons additional capacity was approximately \$7,530,881.00 as indicated in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the RLSA has completed the construction of the expansion project and is

accepting and treating additional flow; and

WHEREAS, Readington Township's proportionate share of the costs of expansion, based on a total of 320,000 gallons is approximately \$6,024,704.80 ; and

WHEREAS, the Contributing Property Owner/Developer requires an allocation of public sewer capacity from the Township; and

WHEREAS, there is a limited amount of sewage treatment capacity available to the Township; and

WHEREAS, the Contributing Property Owner/Developer to this Agreement has expressed a willingness to contribute to the cost of the Sewer Expansion Project on a pro-rata basis to help pay for the plant expansion and to provide for adequate sewer service for its project or property; and

WHEREAS, the Township has adopted an ordinance authorizing the Township to enter into agreements with developers and/or property owners for allocations of sewer capacity on a first come, first served basis, provided among other enumerated reasons, that the project enables the Township to meet its future Mount Laurel affordable housing obligations; and

WHEREAS, the Contributing Property Owner/Developer currently has 1,400 gpd of existing sewer capacity, but has requested an additional sewer allocation from the Township in the amount of 4,700 gpd, a minimum of 2,700 gpd of which will be used to produce twelve (12) residential rental units, all of which shall be restricted for low or moderate affordable housing, in connection with a mixed residential and retail use site plan application on property known as Block 8, Lot 3 in the Township of Readington; and

WHEREAS, the Township Committee has included the Contributing Property Owner/Developer's proposal in its amended third round Affordable Housing and Fair Share Plan to be submitted to the New Jersey Council on Affordable Housing ("COAH") prior to the end of December, 2008. In its plan, the Township has designated the Contributing Property Owner/Developer's proposed affordable units as follows: one-half shall be moderate income rental units and one-half shall be reserved for low income rental units, with two of the low income units to be set aside as "very low" income rental units; and

WHEREAS, the parties acknowledge that construction of the aforementioned project is contingent on the Contributing Property Owner/ Developer's ability to receive "D" variance and site plan approvals from the appropriate board of the Township of Readington, and is further contingent on Readington Township's receipt of written notification that the proposed affordable housing credits have been accepted and the proposed third round Affordable Housing and Fair Share Plan has received substantive certification from COAH; and

WHEREAS, the Township acknowledges that the capacity requested (ie. 4,700 gpd) is in addition to 1,400 gpd of present capacity that the Contributing Property Owner/Developer has allocated to the site due to existing residential dwellings on the property, so that the total sewer capacity available to the site, as a result of this agreement, will be 6,100 gpd; and

WHEREAS, because the proposed Development will assist the Township in meeting its affordable housing obligations over and above the obligations generated by the proposed project, the Township Sewer Advisory Committee recommended approval of the additional 4,700 gpd of

sewer capacity on _____ and the Township Committee approves of same.

NOW, THEREFORE, IN CONSIDERATION of the reasons set forth above and the promises and covenants set forth below, the parties hereto agree as follows:

1. The time period encompassing the costs of the expansion includes the period from the time of design and engineering of the expansion up until "completion" of the expansion project, which means that it was ready and able to receive sewerage flows.

2. The total cost of the expansion project is set forth on Exhibit A attached hereto and made a part hereof. The individual, pro-rata contribution attributable to the Contributing Property Owner/Developer to this agreement is \$88,501.00. The standard contribution is based on the price of \$18.83 per gallon which has been calculated according to the following formula: $\$6,024,704.80 / 320,000 = \$18.83 \times \underline{\text{\# gallons needed by developer}}$ (note 350 gpd = 1 unit) = developer's/property owner's contribution. The aforesaid contribution entitles the Contributing Property Owner/Developer to an allocation of 4,700 additional gallons per day (gpd) sewer capacity to be used in accordance with the Property Owner/Developer's proposal to construct a mixed retail/residential development on Block 8, Lot 3 and located on Hwy. 22 West in the Township which will consist of 14,000 sq. feet of retail space and twelve (12) residential rental units to be restricted for low and moderate affordable housing in accordance with NJ COAH's rules and regulations. Of the aforementioned sewer allocation, a minimum of 2,700 gpd shall be dedicated for the 12 affordable residential units and a maximum of 2,000 gpd shall be dedicated for a restaurant use as proposed by Contributing Property Owner/Developer. The Contributing

Property Owner/Developer agrees that one-half of the residential units will be designated as "moderate" income residential rental units and the remaining half will be designated as "low" income residential rental units; of the low income units, two will be reserved for "very low" income households. It is acknowledged that the definition of "moderate", "low" and "very low" income shall be in accordance with N.J. COAH rules and regulations.

3. The monies to be contributed by the Contributing Property Owner/Developer to this Agreement with respect to the expansion of the sewer project shall be paid to the Township, by certified, bank or cashier's check and shall be due upon signing this agreement. Payment shall be delivered or mailed to the attention of the Township Clerk at the Readington Township Municipal Building, 509 Route 523, Whitehouse Station, New Jersey 08889.

4. a. All the monies received from those contributing to the Sewer Expansion Project shall be held in a separate interest-bearing account (Sewer Expansion Trust Fund). The Township shall use the monies to offset the charges imposed on the Township from the RLSA due to the plant expansion and to reimburse the Township for monies refunded to developers who initially contributed to the cost of the expansion and thereafter returned their capacity. If the Contributing Property Owner/Developer does not receive the needed approvals for the proposed development, the Township does not receive the proposed COAH credit and/or substantive certification of its third round amended fair share plan with the aforementioned project included, the project is not built, or the capacity is otherwise returned to the Township, the Contributing Property Owner/Developer will be given a refund, with interest, after any deduction for administration

fees, as may be provided by law.

b. Under this agreement, a "Defaulting Developer/Property Owner" is a developer or property owner who has not made a payment when due. If a Defaulting Developer/Property Owner fails to sign this Agreement within thirty (30) days of its receipt of same and making the payment(s) required at the time of signature, then that developer shall forfeit its rights to priority sewer capacity and shall not be entitled to any benefits under this agreement and will not receive a refund on money previously paid.

5. The right of the Township to receive payment shall be personal to the Township and unassignable as collateral or security or otherwise.

6. As a result of signing this agreement, the parties agree that the total sewer allocation for this project is 6,100 gallons per day. Of this amount, 1,400 gpd is from existing capacity and 4,700 gpd is the additional capacity allocated with this agreement, as described in greater detail above. It is anticipated that the additional 1,400 gpd shall be used for retail uses on the site other than the proposed restaurant use; however, if additional capacity is needed for the affordable housing units, then it may also be taken from the 1,400 gpd allocation. Notwithstanding anything to the contrary, it is understood that the purpose of the aforementioned allocations is to serve uses on the property known as Block 8, Lot 3 in the Township, only.

7. As further consideration for participating in this contribution agreement, the Contributing Property Owner/Developer shall not be responsible for the payment of hook-up or connection fees for the gallonage representing the "allocation" set forth above under the

portion of the existing sewer ordinance which requires the payment of connection fees. Connection fees under said ordinance are currently \$640 per sewer unit. However, Developer shall be responsible for the construction costs of all physical improvements necessary to connect its development to the Township's existing sewer main. Such costs are separate from the costs of the RLSA expansion.

The Contributing Property Owner/Developer shall also remain responsible for the full allocation, user charges, or similar fees, as set forth in the Township's sewer ordinance in force at the time the units are put to use. Such user charge is currently \$400.00 per unit, per year. The user charge for the gallonage which has been allocated to the Board as a result of this agreement shall initially be billed on the basis of 13.4 units at 1 unit = 350 gpd, rounded up to the next whole unit (ie. 14 units) per Township Ordinance, Sec. 187-5, et seq. Upon the signing of this Agreement, the Contributing Property Owner/Developer, in addition to the sewer plant expansion contribution set forth above, agrees to pay an additional sum of \$1,866.66, representing one-third of the user charge for 4,700 gpd (13.4 units rounded up to 14 sewer units for billing purposes) to reserve the capacity being allocated by this agreement. Contributing Property Owner/Developer agrees to pay the sum of \$3,733.33, (13.4 units rounded up to 14 sewer units for billing purposes), due no later than one year after the execution this Agreement by all parties, representing two-thirds of the user charge on a per unit basis and thereafter shall annually pay \$5,600.00, (for 13.4 units, rounded up to 14 sewer units for billing purposes), on the anniversary date of the execution of this Agreement, representing the full user charge, for the continued reservation of the capacity

allocated by this agreement until such time as the capacity is used (ie. a Certificate of Occupancy has been issued for the project to be developed on the property). Contributing Property Owner/Developer will thereafter be responsible to pay for increases in sewer user fees as may be enacted by the Township by ordinance in the future. **It is expressly understood that the aforementioned charges are in addition to any charges for which the Contributing Property Owner/Developer is being billed in connection with the 1,400 gpd of present capacity currently allocated to the property.** If the Contributing Property Owner/Developer fails to make any payment called for in this agreement within thirty (30) days of the due date, then this agreement shall be void and all capacity assigned thereby shall be returned to the Township for reallocation at the discretion at the Township. Should the Contributing Property Owner/Developer fail to hook into the sewer system within four (4) years of the date of this agreement, then the Township shall have the option to terminate this agreement and all capacity assigned herein shall be returned to the Township for reallocation at the discretion of the Township.

8. This agreement shall run with the land and, as such, shall be binding upon the Contributing Property Owner/Developer and upon his, her or their grantees, heirs, successors and assigns. This Agreement may not be assigned to any other property owned by the Contributing Property Owner/Developer. Further, notwithstanding that it runs with the land, this Agreement may not be assigned or transferred by the Developer/Contributing Property Owner to any other person or entity without prior application to and recommendation of the Township's Sewer Advisory Committee and approval of the Township Committee, in accordance with the

Township's sewer allocation ordinances.

9. In the event the validity of any section, clause or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such invalidity shall not affect the validity of any other section or clause or provision thereof.

10. References to "Contributing Property Owner(s)/Developer(s)" in this agreement means property owners with whom the Township has made contracts with concerning contribution toward the RLSA plant expansion and also refers to a succeeding Owner and/or Developer of the property should the property be sold while this Agreement is in effect

11. The additional 4,700 gpd capacity allocated by this agreement is contingent on the Contributing Developer/Property Owner's ability to receive "D" variance and site plan approvals from the appropriate board of the Township of Readington, and, further, on Readington Township's receipt of written notification that the proposed affordable housing credits have been accepted and the proposed third round Affordable Housing and Fair Share Plan has received substantive certification from COAH.

12. This Agreement may only be amended in a writing signed by the Township and the party signing this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals or have duly caused their respective corporate signatures to be signed by their duly authorized agents as of the date and year first above written.

ATTEST:

TOWNSHIP OF READINGTON

Vita Mekovetz, Twp. ClerkBy:

THOMAS S. AURIEMMA, Mayor

ATTEST:

Winfield Management Corp., Contributing
Property Owner/DeveloperBy:

President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY , COUNTY OF

SS:

I CERTIFY that on _____, 2008 _____ personally came before me and acknowledged under oath, to my satisfaction, that (this person is the President of Winfield Management Corp., the corporation named in the above agreement; b) this person signed, sealed and delivered this agreement as the act and deed of the corporation and with full authorization thereof; and (c) made this instrument for and in consideration of the mutual obligations and benefits to each party.

Signed and sworn to before me on _____
,2008.

(Notary Public)

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS:

I CERTIFY that on _____, 2008, Vita Mekovetz personally came before me and this person acknowledged under oath, to my satisfaction, that (a) this person is the Township Clerk of the Township of Readington, the municipal corporation named in the above agreement; (b) this person is the attesting witness to the signing of this agreement by the proper officer who is Thomas S. Auriemma , the Mayor of the Township of Readington; (c) this agreement was signed

and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; and (d) this person signed this proof to attest to the truth of these facts.

Vita Mekovetz, Township Clerk

Signed and sworn to before me on
, 2008.

Items of Expansion/Construction

FLSA Costs for Plant Expansion and Upgrade Related Projects - Nov-90

	Cost Already Incurred\$	Future Cost Estimates\$	Total Costs\$
Sludge Dewatering Engineering/Design/Services during construction Construction	\$330,179 *		
Pond Closure Engineering and Sludge removal	\$1,370,767 *	\$0	\$115,562 *
Plant Expansion and Upgrade Engineering/Design/Services during construction Construction	\$0	\$150,000	\$150,000
Contingency (5%)	\$470,599 *	\$425,068	\$895,667
DAC Application by Cotte/Ornni (see note 1)	\$0	\$4,822,450	\$4,022,450
TDS & Phosphorus Study	\$200,000	\$241,123	\$241,123
Action Level Determination Study	\$75,250 *	\$0	\$200,000
Cost of 2 YR Project Notes	\$15,000 *	\$0	\$75,250
Total	\$0	\$456,061	\$15,000
			\$456,061

Cost Of Plant Expansion 400,000 gd. To 1.2 mgd.
[see Project Notes sheet enclosed]

\$7,530,891

* These costs were funded by FLSA, 1993 Bond Issue.
The Dewatering Facility was designed for a Plant Expansion to 1.6 mgd.
70% of the total costs are associated with the full expansion.
For purposes of the 1.2 mgd expansion, 35% of cost is being utilized.

Redesign down to 1.2 mgd costs of \$101,542 are Not included.

FILE No. 121 11/12 '98 10:01 ID: Ryan, Beck-Shrewsbury

FAX: 732 450 2034

PAGE 2

Ryan, Beck & Co.

The Readington-Labanon Sewerage Authority
Project Notes (1998 Series A)

Sources and Uses of Funds

Sources of Funds

Par Amount of Notes:	6,250,000.00
(Discount)/Premium:	72,312.50
Earnings during Construction:	71,436.44
Total Sources of Funds:	6,393,748.94

143,748-

Uses of Funds

Deposit to Construction Fund:	4,822,450.00
Contingency:	241,122.50
Engineering, etc.	425,000.00
Sludge Project:	150,000.00
Capitalized Interest (Net Funded):	510,384.43
Costs of Issuance -	
Bond Counsel:	
Disbursements:	27,500.00
Local Counsel:	2,500.00
Auditor:	5,000.00
Underwriter:	5,000.00
Trustee & Counsel:	34,375.00
Rating:	4,500.00
Printing:	10,000.00
Contingency:	550.00
Total Uses of Funds:	6,393,748.94

599,809-

599,809-

- 143,748-

Data Assumptions

Dated Date:	11/24/98
Delivery Date:	11/24/98
First Interest:	06/01/99
Maturity Date:	12/01/2000
Current Market:	10/28/98

Total Notes Cost 456,061-

Yield Statistics

Coupon:	4.250000%
Effective Yield:	3.650000%

NOV-10-98 14.57 FROM: RLS- WHITEHOUSE

ID: 5085-15589

PAGE 1

NEW ISSUE
Book-Entry Only

RATING: Moody's: M1C1
(See "Rating" herein)

In the opinion of Hawkins, Delisfield & Wood, Bond Counsel, under existing statutes and court decisions, assuming compliance with certain tax covenants described herein, interest on the Notes is not included in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and is not included in gross income under the New Jersey Gross Income Tax Act. In addition, under existing statutes and court decisions, interest on the Notes is not treated as a preference item in calculating the alternative minimum tax that may be imposed under the Code with respect to individuals and corporations; however, such interest is included in the adjusted current earnings of certain corporations for the purpose of calculating the alternative minimum tax that may be imposed with respect to such corporations. See "Tax Matters" herein for a description of certain other provisions of the Code that may affect the tax treatment of interest on the Notes for certain noteholders.

\$6,250,000

THE READINGTON-LEBANON SEWERAGE AUTHORITY

(Hunterdon County, New Jersey)

Project Notes (1998 Series A)

(Bank Qualified)

(Book-Entry Only)

Coupon: 4.25%

Reoffering Yield: 3.65%

Date of Delivery:

Date: December 1, 2000

The \$6,250,000 Project Notes (1998 Series A) (the "Notes") of The Readington-Lebanon Sewerage Authority (the "Authority") will be issued as fully registered notes without coupons and when issued, will be registered in the name of Cede & Co., a registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes. Payments of the Notes will be made in book-entry form, in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof. Purchasers will not receive certificates representing their interest in the Notes purchased. As long as Cede & Co. is the registered owner, a nominee of DTC, references herein to the registered owner shall mean Cede & Co., as aforesaid, and shall not mean the beneficial owners of the Notes. See "Description of the Notes-Book-Entry Only System" herein. The Bank of New York, West Branch, New Jersey will serve as Paying Agent and Registrar with respect to the Notes (the "Paying Agent" and "Registrar"). The principal and interest on the Notes will be paid by the Paying Agent. As long as DTC or its nominee, Cede & Co., is the registered owner, such payments will be made directly to Cede & Co. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to beneficial owners is the responsibility of the DTC participants and the indirect participants, as more fully described herein. Interest on the Notes will be payable on June 1, 1999 and semi-annually thereafter on June 1 and December 1 of each year until maturity in the registered owner of record as of May 15 and the November 15 next preceding such interest payment date on the registration books of the Authority maintained by the Registrar.

The Notes are authorized and issued pursuant to the Sewerage Authority Law constituting Chapter 123 of the Pamphlet Laws of 1966 of the State of New Jersey, approved April 23, 1966, as amended and supplemented, and a resolution of the Authority adopted May 27, 1998, as amended (the "Resolution"). It is anticipated that the Notes will be paid at maturity from the proceeds of the sale of removal and/or permanent bonds to be issued by the Authority. In the event that the Authority does not have sufficient assets for the sale of removal and/or permanent bonds, its ability to make timely payment of the principal of the Notes would be significantly impaired. There is no pledge of the revenues of the Authority to the holders from time to time of the Notes, and therefore, the holders of the Notes do not have a superior claim on the revenues of the Authority over any other creditors of the Authority in the event that the Authority is unable to meet its obligations with respect to the Notes. The revenues of the Authority are pledged to the payment of the principal or redemption price, if any, of and interest on the Authority's sewer revenue bonds hereinafter or hereafter issued, which holders from time to time have a superior claim to the revenues of the Authority over holders from time to time of the Notes. Revenues are expected to be derived principally from the Service Contract mentioned below.

The Notes are being issued to provide funds for (i) certain costs incurred in connection with the design and construction of the Authority's Project (as described herein); (ii) to pay interest on the Notes when due; (iii) the payment of the costs associated with the issuance of the Notes.

The Notes constitute direct and general obligations of the Authority and are payable, subject to the prior lien on revenues of the Authority in favor of holders from time to time of sewer revenue bonds of the Authority hereinafter or hereafter issued, from revenues of the Authority, including any Annual Charges payable under the service contract (the "Service Contract") dated as of December 22, 1976, as amended, among the Authority, the Township of Readington, in the County of Hunterdon, New Jersey (the "Township") and the Borough of Lebanon, in the County of Hunterdon, New Jersey (the "Borough"), and together with the Township, the "Participants"). In the opinion of Bond Counsel to the Authority, such Annual Charges will constitute valid, binding, direct and general obligations of the Participants, and the Participants have the power to levy ad valorem taxes upon all the taxable property therein for the payment of such Annual Charges, if the same become due, without limitation of rate or amount.

THE AUTHORITY HAS NO POWER TO LEVY OR COLLECT TAXES. THE NOTES ARE NEITHER A DEBT NOR A LIABILITY OF THE STATE OF NEW JERSEY, THE TOWNSHIP, THE BOROUGH OR ANY COUNTY OR MUNICIPALITY AND DO NOT AND SHALL NOT CREATE OR CONSTITUTE AN INDEBTEDNESS OR OBLIGATION OF THE STATE OF NEW JERSEY, THE TOWNSHIP, THE BOROUGH OR ANY COUNTY OR MUNICIPALITY, EITHER LEGAL, MORAL OR OTHERWISE.

The Notes are offered when, as and if issued and delivered to the Underwriter subject to the approval of legality by Hawkins, Delisfield & Wood, New York, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority by Edward J. Buzek, Esq., Menloville, New Jersey, Counsel to the Authority. It is expected that the Notes will be available for delivery in book-entry form in New York, New York, on or about November 21, 1998.

Ryan, Beck & Co.

Dated: October 27, 1998

EXHIBIT A (3 of 3)

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Hunterdon County

Project Name: Cal-Lime Site

Block(s) and Lot(s): Block 15, Lot 21

Affordable Units Proposed: 4

Family: 4

Sale: 0

Rental: 4

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 0

Sale: 0

Rental: 0

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 2

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: _____ Date development approvals granted: _____

Required Information and Documentation with Petition or in Accordance with an

Implementation Schedule

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

Is the municipality providing an implementation schedule for this project/program.

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

Information and Documentation Required Prior to Marketing the Completed Units

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS
(N.J.A.C. 5:97-6.7)**

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification	Completed	Completed	Included in Plan

RFP Process	N/A	N/A	
Developer Selection	Winter 2016	Winter 2016	Fall 2016
Executed Agreement with provider, sponsor or developer	Winter 2016	Spring 2016	Fall 2016
Development Approvals	Spring 2016	Fall 2016	Fall 2016
Contractor Selection	Spring 2017	Spring 2017	
Building Permits	Spring 2017	Summer 2017	
Occupancy	Fall 2018	Fall 2018	Fall 2018

(B) Site specific information, including the following:

Site Information	Date Supporting Documentation to be Submitted to COAH
Site Description	Included in plan
Site Suitability Description	Included in plan
Environmental Constraints Statement	Included in plan

(C) Financial documentation including, the following:

Financial Documentation	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Documentation of Funding Sources	Fall 2016	Fall 2016
Project Pro-forma	Fall 2016	Fall 2016

Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds	Included in plan	Included in plan
---	------------------	------------------

100% or Municipally Sponsored Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon County_____

Project or Program Name: Cal-Lime Site_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

11/24/08_____

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 3488 Route 22 _____

Project Block/Lot/Qualifier (list all) Block 15, Lot 21 _____

Project Acreage: 1.35 _____ Density: _____ Set Aside: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: _____

Project Developer name: _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____

Municipal or RCA funds expended _____

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____

Length of Affordability Controls (in years) 30 _____ or Perpetual

Administrative Agent _____

For Redevelopment Projects

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 4 _____ Sales 0 _____ Rentals 4 _____ Total age-restricted 0 _____ Sales 0 _____ Rentals 0 _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0 _____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0 _____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

**Readington Township
Draft Project Schedule
December 16, 2008**

Project: Cal-Lime Site

Anticipated Project Schedule

Activity	Start Date	Completion Date
Site Acquisition		Winter 2016
Site Plan Preparation	Winter 2016	Spring 2016
Site Plan Approvals	Spring 2016	Fall 2016
Building Design	Fall 2016	Spring 2017
Contractor Selection and Contract Award	Spring 2017	Spring 2017
Construction Permits	Spring 2017	Summer 2017
Funding	Summer 2017	Spring 2018
Construction	Summer 2018	Fall 2018
Occupancy	Fall 2018	

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Hunterdon County

Project Name: Future Municipally Sponsored Construction

Block(s) and Lot(s): TBD

Affordable Units Proposed: 32

Family: 32

Sale: 0

Rental: 32

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 0

Sale: 0

Rental: 0

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 32

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: _____ Date development approvals granted: _____

Required Information and Documentation with Petition or in Accordance with an

Implementation Schedule

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

Is the municipality providing an implementation schedule for this project/program.

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

Information and Documentation Required Prior to Marketing the Completed Units

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS
(N.J.A.C. 5:97-6.7)**

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification	Present	Winter 2014	Fall 2014

RFP Process	Winter 2014	Winter 2014	Fall 2014
Developer Selection	Winter 2014	Winter 2014	Fall 2014
Executed Agreement with provider, sponsor or developer	Winter 2014	Spring 2014	Fall 2014
Development Approvals	Spring 2014	Fall 2014	Fall 2014
Contractor Selection	Spring 2015	Spring 2015	
Building Permits	Spring 2015	Summer 2015	
Occupancy	Fall 2016	Fall 2016	Fall 2016

(B) Site specific information, including the following:

Site Information	Date Supporting Documentation to be Submitted to COAH
Site Description	Included in plan
Site Suitability Description	Included in plan
Environmental Constraints Statement	Included in plan

(C) Financial documentation including, the following:

Financial Documentation	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Documentation of Funding Sources	Fall 2014	Fall 2014
Project Pro-forma	Fall 2014	Fall 2014

Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds	Included in plan	Included in plan
---	------------------	------------------

100% or Municipally Sponsored Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

**Readington Township
Draft Project Schedule
December 16, 2008**

Project: Future Municipally Sponsored Site

Anticipated Project Schedule

Activity	Start Date	Completion Date
Site Acquisition	Present	Winter 2014
Site Plan Preparation	Winter 2014	Spring 2014
Site Plan Approvals	Spring 2014	Fall 2014
Building Design	Fall 2014	Spring 2015
Contractor Selection and Contract Award	Spring 2015	Spring 2015
Construction Permits	Spring 2015	Summer 2015
Funding	Summer 2015	Spring 2016
Construction	Summer 2016	Fall 2016
Occupancy	Fall 2016	

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon County_____

Project or Program Name: Future Municipally Sponsored Site_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

11/24/08_____

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: _____

Project Block/Lot/Qualifier (list all) _____

Project Acreage: _____ Density: _____ Set Aside: _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: _____

Project Developer name: _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ Number of market units completed 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____**Municipal or RCA funds expended** _____**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing -- Home Express DCA -- Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____**Length of Affordability Controls** (in years) 30 _____ or Perpetual**Administrative Agent** _____**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 32____ Sales 0____ Rentals 32____ Total age-restricted 0____ Sales 0____ Rentals 0____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0_____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0_____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE
DEVELOPMENTS (N.J.A.C. 5:97-6.7)**

(Submit separate checklist for each site or project)

General Description

Municipality/County: Readington Township, Hunterdon County

Project Name: Mirota Expansion

Block(s) and Lot(s): Block 21.05, Lot 2

Affordable Units Proposed: 48

Family: 0

Sale: 0

Rental: 0

Very low-income units: 0

Sale: 0

Rental: 0

Age-Restricted: 48

Sale: 0

Rental: 48

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 0

Very low income bonuses as per N.J.A.C. 5:97-3.7¹: 0

Smart Growth Bonus as per N.J.A.C. 5:97-3.18: 0

Compliance Bonus as per N.J.A.C. 5:97-3.17: 0

Date zoning adopted: _____ Date development approvals granted: _____

Required Information and Documentation with Petition or in Accordance with an

Implementation Schedule

- ☒ Project/Program Information & Unit Inventory Forms (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

Is the municipality providing an implementation schedule for this project/program.

- ☒ Yes. Skip to and complete implementation schedule found at the end of this checklist.
NOTE: The remainder of this checklist must be submitted in accordance with the implementations schedule.

☐ No. Continue with this checklist.

☐ Demonstration of site control or the ability to control the site, in the form of outright ownership, a contract of sale or an option to purchase the property

A general description of the site, including:

- ☐ Name and address of owner
- ☐ Subject property street location
- ☐ Subject property block(s) and lot(s)
- ☐ Subject property total acreage
- ☐ Indicate if urban center or workforce housing census tract
- ☐ Description of previous zoning
- ☐ Current zoning and date current zoning was adopted
- ☐ Tax maps showing the location of site(s) with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☐ Description of surrounding land uses
- ☐ Demonstration that the site has street access
- ☐ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☐ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☐ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☐ Wetlands and buffers
- ☐ Steep slopes
- ☐ Flood plain areas
- ☐ Stream classification and buffers
- ☐ Critical environmental site
- ☐ Historic or architecturally important site/district
- ☐ Contaminated site(s); proposed or designated brownfield site

- ☐ Based on the above, a quantification of buildable and non-buildable acreage
- ☐ RFP or Developer's Agreement
- ☐ Construction schedule with a minimum provision to begin construction within two years of substantive certification; including timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Demonstration that the first floor of all townhouse or other multi-story dwelling units are accessible and adaptable per N.J.A.C. 5:97-3.14
- ☐ Evidence of adequate and stable funding; including municipal bond and/or general revenue funds where applicable

Information and Documentation Required Prior to Marketing the Completed Units

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ Draft or adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC

**MUNICIPALLY SPONSORED AND 100 PERCENT AFFORDABLE DEVELOPMENTS
(N.J.A.C. 5:97-6.7)**

IMPLEMENTATION SCHEDULE

The implementation schedule sets forth a detailed timetable that demonstrates a "realistic opportunity" as defined under N.J.A.C. 5:97-1.4 and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

The timetable, information, and documentation requested below are required components of the implementation schedule.

Please note that all information and documentation requested below is required to be submitted to COAH no later than two years prior to the scheduled implementation of the mechanism. The fully completed checklist from above must be submitted at that time.

PROVIDE THE INFORMATION REQUESTED IN THE SECTIONS BELOW

(A) Development schedule, including, but not limited to, the following:

Development Process Action	Date Anticipated to Begin	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Site Identification	Completed	Completed	Included in Plan

RFP Process	N/A	N/A	N/A
Developer Selection	Completed	Completed	Included in Plan
Executed Agreement with provider, sponsor or developer	Completed	Completed	Included in Plan
Development Approvals	Spring 2011	Fall 2011	Fall 2011
Contractor Selection	Spring 2012	Spring 2012	
Building Permits	Spring 2012	Summer 2012	
Occupancy	Fall 2013	Fall 2013	Fall 2013

(B) Site specific information, including the following:

Site Information	Date Supporting Documentation to be Submitted to COAH
Site Description	Included in plan
Site Suitability Description	Included in plan
Environmental Constraints Statement	Included in plan

(C) Financial documentation including, the following:

Financial Documentation	Date Anticipated to be Completed	Date Supporting Documentation to be Submitted to COAH
Documentation of Funding Sources	Fall 2011	Fall 2011
Project Pro-forma	Fall 2011	Fall 2011

Municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds	Included in plan	Fall 2011
---	------------------	-----------

100% or Municipally Sponsored Narrative Section

See housing element and fair share plan for additional narrative.

¹ Pursuant to PL 2008 c.46, Very Low-Income bonuses may only be granted for very low-income units that exceed 13 percent of the of the housing units made available for occupancy by low-income and moderate income households.

PROJECT / PROGRAM INFORMATION FORM

PART A – PROJECT HEADER

Municipality: Readington Township_____ County: Hunterdon County_____

Project or Program Name: Mirota Expansion_____

Project Status (circle current status and enter date of action for that status)

Status Date

Proposed/Zoned

11/24/08_____

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan

(date approved by COAH) _____)

Mechanisms - Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Market to Affordable

Credits without Controls

ECHO

100 Percent Affordable

Inclusionary

Rehabilitation

Redevelopment

If an Inclusionary project, identify subtype (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify subtype (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

Permanent Supportive Housing (unit credit)

Supportive Shared Living Housing (bedroom credit)

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Rules that apply to project: Round 1 Round 2 Round 3

Project Address: 200 Van Horne Road _____

Project Block/Lot/Qualifier (list all) Block 21.05, Lot 2 _____

Project Acreage: 7.47 _____ **Density:** _____ **Set Aside:** _____

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Sponsor name: Lutheran Social Ministries _____

Project Developer name: Lutheran Social Ministries _____

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type (if applicable)

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) 3.1 Phased Durational Adjustment Conversion Court Project

Density Increase Granted Mediated Project Overlay Zone Result of Growth Share Ordinance

High Poverty Census Tract Off-Site Partnership Project RCA Receiving Project

Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 _____ **Number of market units completed** 0 _____

Number of market units with certificates of occupancy issued after 1/1/2004 0 _____

Number of affordable units under construction 0 _____

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ¹ _____

¹ "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

Municipal or RCA funds committed to project _____**Municipal or RCA funds expended** _____**Funding Sources** (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202

HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family

UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees

Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding

Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP

DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls _____**Length of Affordability Controls** (in years) 30 _____ or Perpetual**Administrative Agent** _____**For Redevelopment Projects**

Does this project require deed restricted units to be removed? Yes No

If Yes

of deed restricted units removed _____

of moderate income units removed _____

of low income units removed _____

of very low income units removed _____

of rental units removed _____

of for-sale units removed _____

of one-bedroom units removed _____

of two-bedroom units removed _____

of three-bedroom units removed _____

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 0____ Sales 0____ Rentals 0____ Total age-restricted 48____ Sales 0____ Rentals 48____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ²	_____	_____
35% of median income ³	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 0_____

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0_____

² Pursuant to N.J.A.C. 5:97-3.7 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

³ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

PART D - (completed by Sending Municipality)

For Approved Regional Contribution Agreements (RCA)

Sending Municipality	_____	County	_____
RCA Receiving Municipality	_____	County	_____
COAH approval date	_____		
Number of units transferred	_____	Cost per unit	_____
Total transfer amount	_____	Amount transferred to date	_____

For Partnership Program

Sending Municipality	_____	County	_____
Partnership Receiving Municipality	_____	County	_____
Name of Project	_____		
Credits for Sending Municipality	_____		
Total transfer amount	_____	Amount transferred to date	_____

Summary of Sending Municipality’s contractual agreement with Partnership Receiving Municipality

**Readington Township
Draft Project Schedule
December 16, 2008**

Project: Mirota Expansion

Anticipated Project Schedule

Activity	Start Date	Completion Date
Site Acquisition	Completed	Completed
Site Plan Preparation	Winter 2011	Spring 2011
Site Plan Approvals	Spring 2011	Fall 2011
Building Design	Fall 2011	Spring 2012
Contractor Selection and Contract Award	Spring 2012	Spring 2012
Construction Permits	Spring 2012	Summer 2012
Funding	Summer 2012	Spring 2013
Construction	Summer 2013	Fall 2013
Occupancy	Fall 2013	

**Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey**

Municipality: Readington Township _____ County: Hunterdon _____

Sponsor: ARC of Hunterdon _____ Developer: ARC of Hunterdon _____

Block: 95 _____ Lot: 12.405 _____ Street Address 405 Ferncrest Court _____

Facility Name: ARC of Hunterdon - Ferncrest _____

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other – Please specify: Municipal Contribution _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: _____</p> <p>Very low-income clients/households 2 _____</p> <p>Low-income clients/households 0 _____</p> <p>Moderate-income clients/households 0 _____</p> <p>Market-income clients/households 0 _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: 30_ years</p> <p>Effective Date of Controls: _/_/_</p> <p>Expiration Date of Controls: _/_/_</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _/_/_</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: _/_/_</p> <p>Current License Date: _/_/_</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? X_ Yes ___ No</p> <p>Population Served (describe): Individuals with developmental disabilities _____</p> <p>Age-restricted? ___ Yes X_ No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes X_ No</p>	

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:

Project Administrator

Date

Certified by:

Municipal Housing Liaison

Date

Council on Affordable Housing (COAH) Supportive and Special Needs Housing Survey

Municipality: Readington Township _____ County: Hunterdon _____

Sponsor: ARC of Hunterdon _____ Developer: ARC of Hunterdon _____

Block: 95 _____ Lot: 12.185 _____ Street Address 185 Milkweed Court _____

Facility Name: ARC of Hunterdon – Milkweed Court _____

<p><u>Section 1:</u> Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p><u>Section 2:</u> Sources and amount of funding committed to the project :</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> Other – Please specify: Municipal Contribution _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
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<p><u>Section 8:</u> The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
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Date